

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A3	PAGE OF PAGES 1   135
2. CONTRACT NUMBER <b>N00024-06-C-2203</b>		3. SOLICITATION NUMBER <b>N00024-06-R-2203</b>		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 02-07-2006	
6. REQUISITION/PURCHASE NO. <b>N00024-05-NR-93407.01</b>							
7. ISSUED BY <b>COMMANDER NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-0001</b>				8. ADDRESS OFFER TO (If other than Item 7) <b>See Section L</b>			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and See Section L copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in <u>Not Applicable</u> until <u>2:00 PM</u> local time <u>11 May 2006</u> . (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 <b>Mr. James Scharrer</b>		B. TELEPHONE (NO COLLECT CALLS) AREA CODE (202) <b>781-4245</b> EXT. <b>N/A</b>		C. E-MAIL ADDRESS <b>James.scharrer@navy.mil</b>	
<b>11. TABLE OF CONTENTS</b>							
(x)	SEC	DESCRIPTION	PAGE(S)	(x)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	I1-I35
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	B1-B3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	C1-C20	X	J	LIST OF ATTACHMENTS	J1
X	D	PACKAGING AND MARKING	D1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	E1-E2	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	K1-K18
X	F	DELIVERIES OR PERFORMANCE	F1-F3	X	L	INSTRS. CONDS., AND NOTICES TO OFFERORS	L1-L25
X	G	CONTRACT ADMINISTRATION DATA	G1	X	M	EVALUATION FACTORS FOR AWARD	M1-M8
X	H	SPECIAL CONTRACT REQUIREMENTS	H1-H21				
<b>OFFER (Must be fully completed by offeror)</b>							
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 <u>120</u> 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)		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):		AMENDMENT NO. 0001		DATE 03-14-2006		AMENDMENT NO. 0004	
		0002		03-31-2006		0005	
		0003		04-17-2006		0006	
15A. NAME AND ADDRESS OF OFFEROR <b>L-3 Communications Titan Corporation Unidyne Division 3835 E. Princess Anne Road Norfolk, VA 23502</b>		CODE <b>34246</b>		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) <b>David R. Conner President</b>	
15B. TELEPHONE NUMBER AREA CODE <b>757</b> NUMBER <b>855-8037</b> EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE-ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE <b>David Conner</b>		18. OFFER DATE <b>10-May-2006</b>	
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT <b>\$22,712,231</b>		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253 (c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7) CODE <b>N40025</b> <b>MID ATLANTIC MAINTENANCE CENTER 9170 SECOND STREET SUITE 120 NORFOLK, VA 23511-2393</b>		25. PAYMENT WILL BE MADE BY CODE <b>N68892</b> <b>DEFENSE FINANCE AND ACCOUNTING SERVICE P.O. BOX 118054 CHARLESTON, SC 29423-8054</b>					
26. NAME OF CONTRACTING OFFICER (Type or print) <b>MICHAEL J. TAYLOR</b>		27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>		28. AWARD DATE <b>11 AUG 2006</b>			

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

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STANDARD FORM 33 (REV. 9-97)  
Prescribed by GSA - FAR (48 CFR) 53.214(c)

Schedule**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

<u>Item</u>	<u>Supplies or Services</u>	<u>Price</u>
0001	Prepare for and Accomplish the FY06 Service Life Extension Program (SLEP) Availability of LCAC 34 at ACU 4	[ ]
0002	Prepare for and Accomplish the FY06 Service Life Extension Program (SLEP) Availability of LCAC 54 at ACU 4	[ ]
0003	Prepare for and Accomplish the FY06 Service Life Extension Program (SLEP) Availability of LCAC 68 at ACU 4	[ ]
	<b>Subtotal for FY06 Items 0001 thru 0003</b>	<b>\$22,712,231</b>
0004 (OPTION)	Prepare for and Accomplish the FY07 Service Life Extension Program (SLEP) Availability of LCAC 36 at ACU 4 (See Notes A and B)	[ ]
0005 (OPTION)	Prepare for and Accomplish the FY07 Service Life Extension Program (SLEP) Availability of LCAC 50 at ACU 4 (See Notes A and B)	[ ]
0006 (OPTION)	Prepare for and Accomplish the FY07 Service Life Extension Program (SLEP) Availability of LCAC 69 at ACU 4 (See Notes A and B)	[ ]
	<b>Subtotal for FY07 Items 0004 thru 0006</b>	<b>\$22,888,487</b>
0007	Data for Items 0001 thru 0003, and Option Items 0004 thru 0006, and Items 0008 and 0009 (See DD Form 1423, Attachment J-2 hereto). Not Separately Priced (NSP) - Price to be included in the price of Items 0001 thru 0003, and Option Items 0004 thru 0006, and Items 0008 and 0009	NSP

N00024-06-C-2203

Schedule

<u>Item</u>	<u>Supplies or Services</u>	<u>Price</u>
	<b>Total for Items 0001 thru 0007</b>	<b>\$45,600,718</b>
0008	Accomplish Deferred Repair Work and Alteration Requirements for FY06 SLEP Availabilities of LCACs 34, 54, and 68 at ACU 4 (FY06) (SCN) (See Note C)	\$TBD
0009	Accomplish Deferred Repair Work and Alteration Requirements for FY07 SLEP Availabilities of LCACs 36, 50, and 69 at ACU 4 (FY07) (SCN) (See Note C)	\$TBD

**Note A** – Option items for LCAC SLEP availabilities at ACU 4 will be exercised in the order presented.

**Note B** - Option item to which the option clause in SECTION 1-2 applies and which is to be supplied only if and to the extent said option is exercised. Prior to option exercise, the Contractor is not obligated to start work or incur cost. The Government will not be liable or responsible for any costs incurred by the Contractor in the event that the Contractor starts work or incurs cost prior to option exercise and the Government does not exercise the option.

**Note C** – To be in accordance with Clause H-13 "ORDERS (FIXED-PRICE)"

**CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (FIXED PRICE)  
(NAVSEA) (FEB 1997)**

This entire contract is fixed price.

**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.

N00024-06-C-2203

Schedule

**SUBMISSION OF INVOICES**

(a) See DFARS clause 252.232-7003 entitled "Electronic Submission of Payment Requests (Jan 2004)."

(b) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each payment request the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets for each CLIN or SLIN, and the payment terms.

Schedule

**SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**PART 1 – CONTRACT LINE ITEM DESCRIPTION**

**ITEMS 0001 THRU 0003**

THE CONTRACTOR SHALL PREPARE FOR AND ACCOMPLISH THE FY06 SERVICE LIFE EXTENSION PROGRAM (SLEP) AVAILABILITIES OF LANDING CRAFT, AIR CUSHION (LCAC) 34, 54, AND 68 AT ASSAULT CRAFT UNIT FOUR (ACU 4) AS DELINEATED IN SPECIFICATION PACKAGES #SSP: BOST-034-06, #SSP: BOST-054-06, AND #SSP: BOST-068-06 OF ATTACHMENT J-1 AND AS SPECIFIED HEREIN AND IN ACCORDANCE WITH STANDARD ITEMS, WORK ITEM SPECIFICATIONS, DRAWINGS, TEST PROCEDURES AND OTHER DETAILED DATA PROVIDED BY THE GOVERNMENT IN ACCORDANCE WITH SECTION J.

**IF EXERCISED, OPTION ITEMS 0004 THRU 0006**

THE CONTRACTOR SHALL PREPARE FOR AND ACCOMPLISH THE FY07 SERVICE LIFE EXTENSION PROGRAM (SLEP) AVAILABILITIES OF LANDING CRAFT, AIR CUSHION (LCAC) 36, 50, AND 69 AT ASSAULT CRAFT UNIT FOUR (ACU 4) AS DELINEATED IN SPECIFICATION PACKAGES #SSP: BOST-036-06, #SSP: BOST-050-06, AND #SSP: BOST-069-06 OF ATTACHMENT J-1 AND AS SPECIFIED HEREIN AND IN ACCORDANCE WITH STANDARD ITEMS, WORK ITEM SPECIFICATIONS, DRAWINGS, TEST PROCEDURES AND OTHER DETAILED DATA PROVIDED BY THE GOVERNMENT IN ACCORDANCE WITH SECTION J.

**1.0 LCAC INDUCTION AND DELIVERY**

Items 0001, 0002, and 0003 – The Period of Performance for the FY06 SLEP availabilities is 1 March 2007 through 29 February 2008. See Additional Requirements F-1 through F-3.

Option Items 0004, 0005, and 0006 – The Period of Performance for the FY07 SLEP availabilities is 3 March 2008 through 2 March 2009. See Additional Requirements F-1 through F-3.

**2.0 NAVSEA STANDARD ITEMS**

- a. NAVSEA Standard Items are available at the following web site:

<http://www.supship.navy.mil/ssrac4/standard.htm>

- b. The current NAVSEA Standard Items applicable to this contract and which may be invoked in the work items are listed in the Index of each LCAC's Specifications For Work To Be Accomplished, Attachment J-1 of Section J.

Schedule

c. Category I Standard Items are applicable to each LCAC's Specifications For Work To Be Accomplished without further reference. Category II Standard Items are part of each LCAC's Specifications For Work To Be Accomplished when invoked and/or referenced in individual work items.

**3.0 GOVERNMENT-FURNISHED PROPERTY (GFP) AND FACILITIES**

a. GFP Incorporation. GFP provided to the Contractor for incorporation in LCAC during each LCAC's SLEP availability is listed in Special Contract Requirement H-5 entitled "GOVERNMENT-FURNISHED PROPERTY (INCORPORATION)." The GFP listed in Special Contract Requirement H-5 takes precedence over any and all listings of GFP for incorporation in the Attachment J-1, Specifications For Work To Be Accomplished.

b. GFP Performance. GFP provided to the Contractor to assist in the performance of LCAC SLEP availabilities is listed in Special Contract Requirement H-6 entitled "GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE)." The GFP listed in Special Contract Requirement H-6 takes precedence over any and all listings of GFP for performance in the Attachment J-1, Specifications For Work To Be Accomplished.

**4.0 UNIQUE ITEM IDENTIFIER (UID)**

Unique Item Identifier (UID) markings in accordance with DFARS 252.211-7003 entitled "ITEM IDENTIFICATION AND VALUATION (JUN 2005)," shall be provided for LCAC equipment as follows:

- (1) The Contractor shall provide unique item identification or a DoD recognized unique identification equivalent for all new Contractor Furnished Equipment (CFE) that has an acquisition cost of \$5,000 or more.
- (2) The Contractor shall mark the encoded data elements (except issuing agency code) on the item using Data Identifiers (DIs) (Format 06) as defined in ISO/IEC 15418.
- (3) The Contractor shall utilize MIL-STD-130M, Identification Marking of U. S. Military Property, criteria as guidance for item marking.
- (4) The Contractor shall provide UID reports in accordance with Attachment J-2.

**5.0 GROUP 2 MATERIAL PROCESSING**

Material and equipment removed from LCAC craft that will not be reinstalled as part of the SLEP availability shall be classified as Group 2 material. The Group 2 material from each LCAC shall be processed as described below. The Contractor shall:

Schedule

(1) Clean and store the equipment and components. Storage areas shall protect the equipment and components from adverse environmental exposure.

(2) When directed by the Government, turn over the equipment and components to the Government.

(3) Develop and maintain an inventory database in Microsoft Excel spread sheet format of the Group 2 material. The inventory database for each craft shall contain the following: Description/nomenclature (60 character/digit data field), Serial Number (25 character/digit data field), and Quantity (2 character/digit data field), and include data fields for date of turn over, receiving activity, and point of contact at receiving activity reflecting turn over of the Group 2 equipment and components.

(4) Provide Group 2 material inventory lists in accordance with Attachment J-2.

**6.0 PRE-INDUCTION SURVEY**

a. The Contractor shall conduct, with Government assistance as necessary, a pre-induction survey of each LCAC. The purpose of the pre-induction survey is to ascertain any changes to the craft material condition requiring unanticipated growth in areas already bid under the work items quoted in Items 0001 thru 0003 and if exercised, Option Items 0004 thru 0006. The pre-induction survey for each craft shall be conducted after contract award or after Option exercise date, as appropriate, commence no earlier than 90 days prior to craft induction into the SLEP availability and be completed prior to craft induction into the SLEP availability. Scheduling of these surveys shall be coordinated with the Mid-Atlantic Regional Maintenance Center.

b. As a result of these surveys, the Contractor shall identify and report any candidates for supplemental and emergent work not later than 30 days after completion of each craft's pre-induction survey.

c. The Contractor shall develop a procedure for documenting and submitting reports of candidates for supplemental and emergent work. Each report shall be serialized and shall provide sufficient information to enable the Government to determine a course of action for disposition of candidate work. Reports shall, as a minimum, identify the craft, craft system and sub-system, component, related work item where appropriate, background, recommendations for disposition, and a rough order of magnitude cost estimate of the scope of work necessary to implement any recommendations. The Contractor shall provide pre-induction survey reports in accordance with Attachment J-2.

**7.0 INDUSTRIAL SUPPORT SERVICES**

a. All work that is required to complete the SLEP availability of the designated LCAC craft other than that defined in Item 0001 thru Item 0003 and if exercised, Option Items 0004 thru 0006 will be processed in accordance with Special Contract Requirement H-12, Industrial

Schedule

Support Services – Item No. 993-11-001. Industrial Support Services means work resulting from revisions within the work packages and work resulting from craft inspections and assessments, production activities, and craft testing.

b. All Industrial Support Services work, if required, shall be ordered during the contract period of performance by the Mid-Atlantic Regional Maintenance Center.

**8.0 DELIVERY OF DATA**

The Contractor shall provide data in accordance with the following:

- a. Data Required By Contract Data Requirements List (CDRL), DD Form 1423

The Contractor shall furnish data required hereunder in accordance with the Contract Data Requirements List, DD Form 1423 – Exhibits A and B, Attachment J-2.

- b. Corporate Document Management System (CDMS)

(1) The Contractor shall enter specified CDRL data submissions, identified in CDRL BLK 14-DISTRIBUTION and BLK-16 REMARKS, into the Corporate Document Management System (CDMS). The CDMS is an existing Integrated Data Environment (IDE) that is currently operational within NAVSEA. This IDE will be accessible to the Contractor through the Internet. It will require 128-bit encryption software at the Contractor's access points. For those CDRL deliverables identified in Attachment J-2 to be entered into CDMS, all, or any portion of the CDRL submittal shall be developed in a digital form compatible with requirements stated herein.

(2) The Contractor shall provide a contact person who can deal with project peculiar CDMS questions by Contractor personnel. This person and other Contractor personnel will be provided several sessions of CDMS training by a PMS377J designated individual within thirty (30) days after contract award at the Contractor's facility.

(3) NAVSEA provides a 24/7 Help Desk that is accessible through the Internet, ([helpdesk@navsea.navy.mil](mailto:helpdesk@navsea.navy.mil)) and PMS377J maintains an LCAC Office Level Systems Administrator (OLSA) for assistance with issues and any problems that may arise during normal working hours 8/5.

(4) Department of Defense (DoD) Public Key Infrastructure (PKI) authentication is required for access to all DoD private web sites, this includes CDMS. The Contractor shall obtain DoD PKI certificates from an External Certification Authority (ECA) for their personnel that require access to CDMS to support the LCAC SLEP availability. Information on DoD PKI certificates and purchase costs can be obtained from the following website:

<http://iase.disa.mil/pki/eca/>



Schedule

(Note: DoD PKI certificates obtained for access to another Navy/DoD private web site are applicable to CDMS)

9.0. MPAS AND LPAS TRAINING

The Contractor shall attend training for the Mission Planning and Analysis System (MPAS) and the LCAC Performance Analysis System (LPAS). The training will be provided by the Government's LCAC In-Service Engineering Agent (ISEA) at Panama City, Florida. The training will be provided for six (6) Contractor personnel for a period of five (5) days. The dates of the training will be coordinated by the LCAC Program Office, PMS377J. The purpose of the training is to familiarize Contractor personnel with the characteristics of MPAS and LPAS as an aid to the Contractor in performing analysis of Acceptance Test Procedures (ATPs) test results.

10.0 TENSION FABRIC SHELTER (TFS)

a. A three-craft capacity (3-bay) tension fabric shelter (TFS), as described in Attachment J-3, will be available for Contractor use at ACU 4. The availability of the bays of the TFS at ACU 4 is specified in Additional Requirement F-3 entitled "Tension Fabric Shelter (TFS) Bay Availability."

b. The Contractor shall provide the services for the TFS, as described in Attachment J-3, to support the SLEP availabilities at ACU 4 no later than the induction date of the first FY06 SLEP LCAC availability until the TFS is vacated under the terms of Section F.

c. The Contractor shall be responsible for maintenance of the TFS, as described in Attachment J-3, from a date after contract award agreed to by the Government and the Contractor to the date the TFS is vacated under the terms of Section F. On vacating the TFS, the Contractor shall restore the TFS to its original condition and configuration, except for approved modifications.

11.0 COMBINED TRIAL

The Contractor shall conduct a Combined Trial for each LCAC undergoing the SLEP availability. The Combined Trial shall include the requirements of the Craft Runway Trial and the Craft Harbor Trial, Item No. 982-31-001.

Schedule**12.0 COST/SCHEDULE REPORTING**

a. The Contractor shall be responsible for submitting cost reports for each craft in accordance with Attachment J-2.

(1) Format 1 Cost Report. The report format shall be in accordance with NAVSEA Standard Item 009-99, Ship Departure Report, Attachment A, except that the multi-column heading "CLASS "C" ESTIMATES" shall be replaced with "BID PRICE." All Work Items for a craft shall be listed as a separate line item on the craft report.

(2) Format 2 Cost Report. Activity\* level cost data for each craft shall be provided for the following Work Items:

Work Item Number	Work Item Title	FY06 LCAC	FY07 LCAC
120-11-001	Machinery Deck Repair	34, 54, 68	36, 50, 69
248-80-001	C/A 0361D, Mods to Lift Fan Bearing Mount Support Structure	34, 54, 68	36, 50, 69
261-90-002	C/A 0465K, Fuel Service System Relocation	54, 68	69
261-90-005	Fuel Service System Mods	34	36, 50
423-85-005	Navigation System	54, 68	69
423-85-005	Navigation System Modifications	34	36, 50
433-85-005	Communications System	54, 68	69
433-85-005	INT/EXT Communications Modifications	34	36, 50
611-85-001	AER 0255A Rev 01, Fender Repair/Improvement	34, 54, 68	36, 50, 69
841-11-001	System and Component Flushing, Pressure and Functional Tests	34, 54, 68	36, 50, 69

\*Work Item subdivisions as defined in NAVSEA Standard Item 009-60, Schedule and Associated Reports.

b. The reports shall be posted to the CDMS in electronic format (spreadsheet) at the following times during the contract period of performance:

- (1) Two days prior to the 25 percent review conference,
- (2) Three days prior to the 50 percent review conference,
- (3) Two days prior to the 75 percent review conference

c. The data presented in the reports shall be the bid price and actual expenses incurred. The cut-off date for reporting actual expenses incurred shall be no earlier than one week prior to the submission date listed above.

Schedule

d. The 25, 50, and 75 percent cost reports shall be discussed at their respective review conferences.

e. NAVSEA Standard Item 009-60, Schedule and Associated Reports, is invoked in its entirety with the following modifications:

(1) Reports shall be submitted in hard copy and electronic format.

(2) Add Section 3.1.10. "25, 50, 75, and 100 percent points in the availability: Those points in the Production Schedule where the budgeted cost (in man-hours) of contractor and sub-contractor work scheduled equates to 25, 50, 75 and 100 percent of the total budgeted cost (in man-hours) of work scheduled during the availability."

(3) Section 3.3.6.2. Change "at the 50 percent point in the Availability" to "at the 25, 50 and 75 percent points in the Availability"

(4) Section 3.8. Delete the word "shipyard".

f. The 25, 50, 75, and 100 percent points in the availability and the 25, 50 and 75 percent review conferences shall be identified on the Key Event list.

## 13.0 SITE INSPECTION

On vacating the Tension Fabric Shelter (TFS), the Contractor shall support an inspection conducted by the Government of the TFS and other work, storage, service, and parking areas used by the Contractor. The purposes of this inspection are to ensure that all Government Property on loan to the Contractor has been returned to the Government, all Group 2 equipment and material has been turned over to the Government, all Contractor property and services have been removed, and the TFS restored per paragraph 10.0. The inspection shall be scheduled in accordance with Additional Requirement F-5.

**ITEM 0007 - DATA FOR ITEMS 0001 THRU 0003 AND OPTION ITEMS 0004 THRU 0006 AND ITEMS 0008 AND 0009 (SEE DD FORM 1423, ATTACHMENT J-2 HERETO) - NOT SEPARATELY PRICED (NSP), PRICE TO BE INCLUDED IN THE PRICE OF ITEMS 0001 THRU 0003, ITEMS 0004 THRU 0006 AND ITEMS 0008 AND 0009**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List (CDRL), DD Form 1423, Exhibit(s) A and B, Attachment J-2 attached hereto.

**ITEM 0008 - ACCOMPLISH DEFERRED REPAIR WORK AND ALTERATION REQUIREMENTS FOR FY06 SLEP AVAILABILITIES OF LCACS 34, 54, AND 68 AT ACU 4**

Schedule

**ITEM 0009 - ACCOMPLISH DEFERRED REPAIR WORK AND ALTERATION REQUIREMENTS FOR FY07 SLEP AVAILABILITIES OF LCACS 36, 50, AND 69 AT ACU 4**

**1.0 DESCRIPTION**

a. The Contractor shall furnish such emergent type repair or alteration work, which cannot be accommodated during the scheduled SLEP availabilities, and as may be ordered by the Government.

b. Work under CLIN 0008 and CLIN 0009 shall be performed as authorized in accordance with Clause H-14 "ORDERS FOR INDUSTRIAL SUPPORT SERVICES FOR DEFERRED REPAIR AND ALTERATION REQUIREMENTS".

c. The Contractor may be requested to install Title "D" and Title "K" Craft Alterations and AERs on SLEP craft. Specific Title "D" and Title "K" Craft Alterations and AERs may be authorized for installation depending on craft configuration and funding availability. Some material required to install Title "D" and Title "K" Craft Alterations and AERs may be furnished to the Contractor as Government Furnished Property (GFP), dependent on availability. Other material required to install Title "D" and Title "K" Craft Alterations and AERs shall be furnished by the Contractor."

Schedule**PART 2 – GENERAL REQUIREMENTS**

REQ.	TITLE
C-1	ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983) (MODIFIED) (DEC 2005)
C-2	ACCESS TO VESSELS BY NON-U.S. CITIZENS (NAVSEA) ( JUN 1999)
C-3	ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)
C-4	DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA) (SEP 1990)
C-5	DISPOSAL OF SCRAP (NAVSEA) (OCT 1990)
C-6	EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)
C-7	EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)
C-8	GOVERNMENT SURPLUS PROPERTY (NAVSEA) (SEP 1990)
C-9	HEAVY WEATHER PLAN (NAVSEA) (JUN 1999)
C-10	INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (FIXED PRICE) (NAVSEA) (APR 2004) (MODIFIED) (DEC 2005)
C-11	MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)
C-12	PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)
C-13	QUALIFICATION OF CONTRACTOR NONDESTRUCTIVE TESTING (NDT) PERSONNEL (NAVSEA) (APR 2004)
C-14	SPECIFICATIONS AND STANDARDS (MODIFIED) (AUG 1994)
C-15	TESTS AND TRIALS (NAVSEA) (OCT 1990)
C-16	UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)
C-17	USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)
C-18	NON SMOKING POLICY
C-19	USE OF BLACK OXIDE COATED BRASS THREADED FASTENERS (BOCBTFs)
C-20	LABOR AND MATERIAL RESERVATIONS IN SPECIFICATION ITEMS
C-21	POST-AWARD SUBMISSION
C-22	DELIVERY OF GOVERNMENT –FURNISHED PROPERTY TO THE CONTRACTOR
C-23	ACU 4 PERSONNEL SUPPORT FOR CONTRACTOR
C-24	ACCESS TO THE NAVY SUPPLY SYSTEM (NAVSEA)(OCT 1990)

Schedule**C-1 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983) (MODIFIED) (DEC 2005)**

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, access to the vessel(s) where and as required, and be permitted 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 access to the vessel(s) for work areas, storage areas, and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

**C-2 ACCESS TO VESSELS BY NON-U.S. CITIZENS (NAVSEA) (JUN 1999)**

(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.

Schedule

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

Schedule

(f) 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.

(g) 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.

(h) 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.).

### **C-3 ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)**

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

### **C-4 DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA) (SEP 1990)**

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

### **C-5 DISPOSAL OF SCRAP (NAVSEA) (OCT 1990)**



Schedule

(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 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 (FIXED PRICE-CONTRACTS)" (FAR 52.245-2) 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.

**C-6 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.

**C-7 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.

**C-8 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.

**C-9 HEAVY WEATHER PLAN (NAVSEA) (JUN 1999)**

Schedule

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.

**C-10 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (FIXED-PRICE) (NAVSEA) (APR 2004) (MODIFIED) (DEC 2005)**

(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 in the LCAC craft Specification Packages, as applicable, attached to the contract. The Government shall furnish only the GFI identified in the LCAC craft Specification Packages, 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 in the LCAC craft Specification Packages, 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 the LCAC craft Specification Packages, as applicable; or

(ii) add items of data or information to the LCAC craft Specification Packages, as applicable; or

Schedule

(iii) establish or revise due dates for items of data or information in the LCAC craft Specification Packages, 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, an equitable adjustment shall be made 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 in the LCAC craft Specification Packages, as applicable, the clause of this contract entitled "GOVERNMENT PROPERTY (FIXED-PRICE)" (FAR 52.245-2), or any other term or condition of this contract.

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

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

(2) By submitting a request to the  
Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D

700 Robbins Avenue  
Philadelphia, Pennsylvania 19111-5094  
Telephone (215) 697-2179  
Facsimile (215) 697-1462.

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

**C-11 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).

Schedule

(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.

**C-12 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.

**C-13 QUALIFICATION OF CONTRACTOR NONDESTRUCTIVE TESTING (NDT) PERSONNEL (NAVSEA) (APR 2004)**

(a) The Contractor and any Nondestructive Testing (NDT) subcontractor shall utilize for the performance of required NDT, only Level I, II and III personnel currently certified in accordance with NAVSEA Technical Publication T9074-AS-GIB-010/271, ACN Notice 1 of 16 Feb 99. Documentation pertaining to the qualification and certification of NDT personnel shall be made available to the Contracting Officer for review upon request.

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

**C-14 SPECIFICATIONS AND STANDARDS (MODIFIED) (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 to provide additional information that is required to implement the zero and first tier references.

Schedule**C-15 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.

**C-16 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.

**C-17 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;

Schedule

(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

**C-18 NON SMOKING POLICY**

For bidding purposes, Contractors are advised that in light of the Navy's policy regarding smoke-free facilities, the entire vessel, topside and below decks, is to be considered a "No Smoking Area." The Contractor shall also observe the "No Smoking" policy of the Assault Craft Unit.

**C-19 USE OF BLACK OXIDE COATED BRASS THREADED FASTENERS (BOCBTFs)**

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

**C-20 LABOR AND MATERIAL RESERVATIONS IN SPECIFICATION ITEMS**

Whenever a specification item includes a reservation work scope which requires that a specified amount of labor mandays and material be provided, the requirements for recordkeeping, approvals, reconciliations, and report submissions for each craft are provided in Specification Item 042-27-001, Accountability of Manhour and Material Reservation.

**C-21 POST-AWARD SUBMISSION**

After receipt of award and prior to starting work aboard the vessel, the contractor must submit a list of employees who will work aboard ship to the Commanding Officer of the ACU via the

Schedule

Supervisor. The list should be on company letterhead, include each employee's name, social security number, and security clearance when required, and bear the signature of a company official. The Contractor shall submit security clearance data in accordance with Standard Item 009-01.

#### **C-22 DELIVERY OF GOVERNMENT-FURNISHED PROPERTY TO THE CONTRACTOR**

Government-Furnished Property (GFP) listed in clause H-5, NAVSEA 5252.245-9109, Government-Furnished Property (Incorporation) (Sep 1990), for the LCAC SLEP availability at Assault Craft Unit Four (ACU 4) will be delivered by the Government to ACU 4. The Contractor shall pick up the GFP from the ACU 4 GFP Coordinator. The Contractor shall provide adequate warehouse/storage facilities to store this property for the period between Contractor receipt and installation aboard the craft.

#### **C-23 ACU 4 PERSONNEL SUPPORT FOR CONTRACTOR**

ACU 4 personnel will be available to the Contractor during Shifts 1 and 2 Monday through Friday no later than 24 hours after Contractor notification. ACU 4 personnel will not be available to support SLEP activities on weekends and Federal holidays nor between Christmas and New Year's Day.

#### **C-24 ACCESS TO THE NAVY SUPPLY SYSTEM (NAVSEA) (OCT 1990)**

(a) In compliance with the comparability requirement of 10 U.S.C. 7313, Public and Private Shipyards will be provided equal access to the Naval Supply System. Use by private yards is permissive, not mandatory. Use of the supply system shall be in accordance with technical specification entitled "ACCESS TO THE FEDERAL SUPPLY SYSTEM BY SHIP REPAIR CONTRACTING FOR CONTRACTOR-FURNISHED MATERIAL WITH NATIONAL STOCK NUMBERS", dated 30 October 1989.

(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. Contractors shall place orders in accordance with the Technical Specification identified in paragraph (a) above.

Schedule

(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.



Schedule

**SECTION D – PACKAGING AND MARKING**

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995 with change 1 dated 31 July 1997 and change 2 dated 1 May 2000 and, when applicable, NISPOM Supplement 1 dated February 1995.

Schedule**SECTION E – INSPECTION AND ACCEPTANCE**

Items 0001 thru 0003, and if exercised, Option Items 0004 thru 0006 – The LCAC craft shall be inspected throughout the period of SLEP, testing, and applicable trial requirements by a representative of the Government. Inspection of the craft for purposes of preliminary acceptance will be accomplished at ACU 4 upon delivery of the craft as specified in Section F.

Item 0007 - Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

Item 0008 and Item 0009 – Work under these two Items shall be inspected and accepted in accordance with orders issued pursuant to Clause H-14 "ORDERS FOR INDUSTRIAL SUPPORT SERVICES FOR DEFERRED REPAIR AND ALTERATION REQUIREMENTS" of this contract.

**CLAUSES INCORPORATED BY REFERENCE**

<u>FAR SOURCE</u>	<u>TITLE AND DATE</u>
52.246-2	Inspection of Supplies—Fixed Price (Aug 1996)
52.246-4	Inspection of Services—Fixed Price (Aug 1996)
52.246-16	Responsibility for Supplies (Apr 1984)

**CLAUSES INCORPORATED IN FULL TEXT**

None

**ADDITIONAL REQUIREMENTS****E-1 QUALITY ASSURANCE PROGRAM**

The Contractor shall provide and maintain a quality assurance program acceptable to the Government, and shall perform or have performed the inspections and tests pursuant to that program to substantiate that the material and workmanship provided pursuant to the contract conform to the drawings, specifications, and contract requirements listed herein. The Contractor's quality assurance program shall be in accordance with that set forth in Standard Item 009-04. In addition to its other rights provided in the contract, the Government shall have the right to deem work or material furnished by the Contractor to be incomplete and not in accordance with the requirements of the contract by reason of the Contractor's failure to comply with the requirements of its quality assurance program and, as such, the Contractor shall not be entitled to progress payments for said work and material.

Schedule

**E-2 Acceptance**

Upon satisfactory completion of applicable trial requirements and Contractor-responsible trial items; and upon delivery as provided in Section F of this contract, each vessel shall be accepted.

Schedule**SECTION F - DELIVERIES OR PERFORMANCE**

Items 0001, 0002, and 0003 - The Period of Performance for CLINs 0001, 0002 and 0003 shall be the date of award through 29 February 2008. The FY06 SLEP craft will be available for induction beginning 1 March 2007. See Additional Requirements F-1 through F-5.

Option Items 0004, 0005, and 0006 -. The Period of Performance for CLINS 0004, 0005, and 0006 shall be the effective date of the Option exercise through 2 March 2009. The FY07 SLEP craft will be available for induction beginning 3 March 2008. See Additional Requirements F-1 through F-5.

Item 0007 - 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.

Item 0008 and Item 0009 - Work under these two Items shall be delivered in accordance with orders issued pursuant to Clause H-14 "ORDERS FOR INDUSTRIAL SUPPORT SERVICES FOR DEFERRED REPAIR AND ALTERATION REQUIREMENTS" of this contract.

**CLAUSES INCORPORATED BY REFERENCE**

<u>FAR SOURCE</u>	<u>TITLE AND DATE</u>
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)
52.247-52	Clearance and Documentation Requirements—Shipments to DOD Air or Water Terminal Transshipment Points (Apr 1984)
52.247-55	F.O.B. Point for Delivery of Government-Furnished Property (Jun 2003)
52.247-58	Loading, Blocking and Bracing of Freight Car Shipments (Apr 1984)

**CLAUSES INCORPORATED IN FULL TEXT**

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

Schedule

(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 \*\$3,000 per calendar day of delay.

\*Liquidated damages are applicable separately to each LCAC craft.

(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.

**ADDITIONAL REQUIREMENTS****F-1 INDUCTION / DELIVERY**

- a. No more than three (3) craft will be in a SLEP availability at any one time.
- b. Upon Contractor request and Government approval, craft may be inducted earlier into the SLEP availability. The Period of Performance for any craft inducted earlier into the SLEP availability will be 12 months from induction date to delivery date.

**F-2 PLACE OF PERFORMANCE**

Work on LCAC craft under this contract shall be performed at ACU 4, U. S. Naval Amphibious Base, Little Creek, Norfolk, VA.

**F-3 TENSION FABRIC SHELTER (TFS) BAY AVAILABILITY**

All three (3) bays of the TFS will be available to the Contractor no later than 1 March 2007.

**F-4 VACATING THE TENSION FABRIC SHELTER (TFS)**

FY06 SLEP. In the event that no Option Item FY07 SLEP LCAC availability is exercised, the Contractor shall remove Contractor-provided services and equipment and vacate the tension fabric shelter no later than 3 working days after delivery of the last FY06 SLEP LCAC.

FY07 SLEP. For FY07 SLEP LCACs, the Contractor shall remove, as practicable, Contractor-provided services and equipment and vacate one bay of the tension fabric shelter no later than three (3) work days after delivery for each of the first two FY07 SLEP LCACs. The Contractor shall remove the remainder of Contractor provided services and equipment and vacate the

Schedule

tension fabric shelter no later than three (3) work days after delivery of the last FY07 SLEP LCAC.

**F-5 SITE INSPECTION**

A site inspection in accordance with Section C shall be conducted at a date mutually agreed to by the Contractor and MARMC.

Schedule

**SECTION G - CONTRACT ADMINISTRATION DATA**

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.

L-3 Communications Titan Corporation Unidyne Division Attn: Contract Administration

2740 Ellsmere Avenue Norfolk, VA 23513

**PURCHASING OFFICE  
REPRESENTATIVE:**

COMMANDER  
ATTN: James Scharrer, SEA 02223S  
NAVAL SEA SYSTEMS COMMAND  
1333 ISAAC HULL AVENUE SE STOP 2020  
WASHINGTON NAVY YARD DC 20376-2020  
Telephone No. 202/781-4245  
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Schedule**SECTION H – SPECIAL CONTRACT REQUIREMENTS**

REQ.	NUMBER	TITLE
H-1	NAVSEA 5252.202-9101	ADDITIONAL DEFINITIONS (MAY 1993)
H-2	NAVSEA 5252.228-9104	ADDITIONAL INSURANCE PROVISIONS (FT) (JAN 1990)
H-3	NAVSEA 5252.233-9103	DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 1999)
H-4	NAVSEA 5252.233-9107	EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (AT) (JAN 1983)
H-5	NAVSEA 5252.245-9109	GOVERNMENT-FURNISHED PROPERTY (INCORPORATION) (SEP 1990)
H-6	NAVSEA 5252.245-9108	GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)
H-7	NAVSEA 5252.227-9113	GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997)
H-8	NAVSEA 5252.228-9105	INSURANCE-PROPERTY LOSS OR DAMAGE-LIABILITY TO THIRD PERSONS (FT) (JAN 1990)
H-9	NAVSEA 5252.245-9124	LIENS AND TITLE (FP) - ALTERNATE I (JAN 1983) (MAY 1998)
H-10	NAVSEA 5252.243-9113	OTHER CHANGE PROPOSALS (FT) - ALTERNATE I (JAN 1990)
H-11	NAVSEA 5252.237-9106	SUBSTITUTION OF PERSONNEL (SEP 1990)
H-12		INDUSTRIAL SUPPORT SERVICES – ITEM NO. 993-11-001
H-13	NAVSEA 5252.216-9110	ORDERS (FIXED-PRICE) (APR 2004)
H-14		ORDERS FOR INDUSTRIAL SUPPORT SERVICES FOR DEFERRED REPAIR AND ALTERATION REQUIREMENTS
H-15		COMPLIANCE WITH ORGANIZATIONAL CONFLICT OF INTEREST MITIGATION PLAN

**H-1 NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

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

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services



Schedule

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.

(e) **SUPERVISOR** - means the cognizant Supervisor of Shipbuilding, Conversion and Repair, Department of the Navy or the cognizant Commander, Mid-Atlantic Regional Maintenance Center, Department of the Navy, as appropriate.

(f) **THE VESSEL** - means Landing Craft, Air Cushion (LCAC) craft.

(g) **CONSTRUCTION OF THE VESSEL** - means overhaul/repair or Service Life Extension Program (SLEP) of LCAC craft.

## **H-2 NAVSEA 5252.228-9104 ADDITIONAL INSURANCE PROVISIONS (FT) (JAN 1990)**

(a) The provisions contained in the standard form of Marine Builder's Risk (Navy Form - Syndicate) policy referred to in paragraph (a) of the requirement of this contract entitled "INSURANCE-PROPERTY LOSS OR DAMAGE-LIABILITY TO THIRD PERSONS"..."with leave to fire guns and torpedoes, but no claim to attach thereto for loss of or damage to the vessel or machinery unless the accident results in a total loss of a vessel," shall not include, or be construed as including, any operation conducted under the "General Scope of Work" and "Specifications" paragraphs of Section C of this contract; and further, the operations referred to in these aforesaid paragraphs shall not be deemed to be "warlike operation" as used in the Collision Liability and Protection and Indemnity Liabilities (Government Syndicate Form) policy referred to in paragraph (b) of the requirement of this contract entitled "INSURANCE-PROPERTY LOSS OR DAMAGE-LIABILITY TO THIRD PERSONS". Further, the Contractor shall not carry Collision Liability and Protection and Indemnity Liabilities insurance (Government Syndicate Form) referred to in the first sentence of paragraph (b) of the requirement of this contract entitled "INSURANCE-PROPERTY LOSS OR DAMAGE-LIABILITY TO THIRD PERSONS" during the period of the performance of the underway trials required by this contract, and the Government will indemnify the Contractor against liability (including expenses incidental thereto) to third

Schedule

persons which would have been covered by the aforesaid insurance if the Contractor had carried such insurance during the period stated above; provided, however, that the Contractor shall not be relieved of any other obligations required by the aforesaid paragraph (b) of the "INSURANCE-PROPERTY LOSS OR DAMAGE-LIABILITY TO THIRD PERSONS" requirement.

(b) Notwithstanding any provisions to the contrary in paragraph (a) of the requirement entitled "INSURANCE-PROPERTY LOSS OR DAMAGE-LIABILITY TO THIRD PERSONS", the assumption by the Government of the risk of loss of or damage to the vessels and the materials and equipment therefor provided for by the aforesaid paragraph (a) of the requirement entitled "INSURANCE-PROPERTY LOSS OR DAMAGE-LIABILITY TO THIRD PERSONS", shall continue until the expiration of the guaranty periods of the vessels, or until completion of all work under this contract, whichever is later. The Government does not, however, assume the risk of loss of or damage to any equipment which results from a defect in a part thereof for which the Contractor is responsible pursuant to the "PRELIMINARY ACCEPTANCE", "GUARANTY PERIOD", or "INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)" (FAR 52.246-2) requirements of this contract. The term "equipment" as used in the preceding sentence means the largest integrated unit (e.g., component, subassembly, or individual system, as the case may be) furnished by the same supplier who furnished the part causing the loss or damage.

(c) Any material furnished by the Government under this contract shall be deemed to be materials or equipment for the vessels within the meaning of the "INSURANCE-PROPERTY LOSS OR DAMAGE-LIABILITY TO THIRD PERSONS" requirement hereof.

(d) It is understood that the operation of firing explosive charges to eject missiles is an operation conducted under the "General Scope of Work" and "Specifications" paragraphs of Section C of this contract, and accordingly, this requirement applies to such operations.

(e) The Government's liability under the last sentence of paragraph (a) of this requirement, paragraph (b) of the requirement of this contract entitled "INSURANCE-PROPERTY LOSS OR DAMAGE-LIABILITY TO THIRD PERSONS," and the Collision Liability and Protection and Indemnity Liabilities Insurance forms set forth in the pamphlet entitled "Standard Forms of Marine Builders Risk (Navy Form Syndicate) and War Damage Insurance Policies, Referred to in Vessel Contracts of the Bureau of Ships" dated 23 November 1942, is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

### **H-3 NAVSEA 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.

Schedule

(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

Schedule

" (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.

**H-4 NAVSEA 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.

Schedule**H-5 NAVSEA 5252.245-9109 GOVERNMENT-FURNISHED PROPERTY  
(INCORPORATION) (SEP 1990)**

Note: The Government Furnished Property (GFP) listed in Special Contract Requirements H-5 and H-6 take precedence over any and all listings of GFP in the Attachment J-1, Specification Packages.

The Government will provide only that property set forth below, 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 following for incorporation in the equipment to be delivered under Items 0001 thru 0003, and Option Items 0004 thru 0006 of this contract:

The following is a consolidated listing of the Government Furnished Property (GFP) for each LCAC.

Item No.	Property Description	Ident No.	Qty/ Shipset
001A	HF radio, AN/ARC-220(V), consisting of (See Note 1)		
001A01	Transceiver	RT-1749/URC	1
001A02	Power Amplifier/Coupler	AM-7531/URC	1
001A03	Control Display Unit	C-12436/URC	1
001A04	Isolated mount for the Transceiver	MT-7109/ARC-220(V)	1
001A05	Isolated mount for the Power Amplifier/Coupler	MT-7107/ARC-220(V)	1
001B	UHF/VHF radio, AN/ARC-210(V), consisting of (See Note 1)		
001B01	Transceiver	RT-1794(C)/ARC	2
001B02	ARC Mount	MT-6567/ARC	2
001B03	Remote Control Unit (RCU)	C-12561/ARC	2
001B04	Antenna Selection Relay	P/N S-6500	1
001C	Embedded Global Positioning System (GPS) Inertial Navigation System (INS) (EGI), consisting of (See Note 1)		
001C01	Navigation Unit, Inertial-Satellite Signals, CN-1689(V)14/ASN	P/N 34200650-30Q7(SM)	1
001C02	GPS Antenna	P/N 339806	1
001D	Navigation (NAV) Processing Unit (See Note 1)	P/N 426-7621811	1
001E	Universal Keyboard (UKB) Processor Unit (See Note 1)	P/N 426-7621839-1	1

Schedule

Item No.	Property Description	Ident No.	Qty/ Shipset
	1)		
001F	Control and Alarm Monitoring System (CAMS) Processing Unit (See Note 1)	P/N 71270003-001	2
001G	CAMS Video Switch (See Note 1)	P/N 750-0001000-1	1
001H	Sensor Interface Unit (SIU) (See Note 1)	P/N 51-27840-001	4
001J	CDR Computer Unit (includes CDR mount) (See Note 1)	P/N 426-7621888-1	1
001K	Displays (See Note 1)		
001K01	10.4 Inch	9D-84521-1	4
001K02	17 Inch	9D-84516-1	2
001L	Ethernet Cable (Tensolite) (See Note 1)	P/N NF22P100	170 Feet
001M	Ethernet Switch Assembly (See Note 1)	P/N 426-7621838-1	1
001N	Remote Power Controller (RPC) (See Note 1)		
001N01	3 Phase, Remote Power Controller, 75A	P/N 703S0134	2
001N02	3 Phase, Remote Power Controller, 100A	P/N 703S0135	2
001N03	3 Phase, Remote Power Controller, 125A	P/N 703S0136	2
001N04	3 Phase, Remote Power Controller, 150A	P/N 703S0137	2
001N05	3 Phase, Remote Power Controller, 30A	P/N 703S0138	2
001P	ETF40B Engine System (including FADEC) (See Note 2)	P/N 00-0040-01	4
001Q	Lift Fan Blade Impeller Assembly (See Note 3)	P/N 5749550-001	4

Note 1: The planned availability of electronic/electrical GFP listed under ITEM No's. 001A through 001N is:

1 <sup>st</sup> Shipset	30 March 2007
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Schedule

2 <sup>nd</sup> Shipset	30 April 2007
3 <sup>rd</sup> Shipset	30 May 2007
4 <sup>th</sup> Shipset*	29 February 2008
5 <sup>th</sup> Shipset*	31 March 2008
6 <sup>th</sup> Shipset*	30 April 2008

\*The quantity of shipsets of GFP is determined by the number of craft awarded in Section B.

Note 2: The planned availability of the ETF40B Engine System listed under ITEM No. 001P is:

1 <sup>st</sup> Shipset	1 March 2007
2 <sup>nd</sup> Shipset	1 May 2007
3 <sup>rd</sup> Shipset	2 July 2007
4 <sup>th</sup> Shipset*	3 March 2008
5 <sup>th</sup> Shipset*	1 May 2008
6 <sup>th</sup> Shipset*	1 July 2008

\*The quantity of shipsets of GFP is determined by the number of craft awarded in Section B.

Note 3: The availability of the Lift Fan Blade Impeller Assembly listed under ITEM No. 001Q will be as negotiated between the Contractor and the Assault Craft Unit (ACU 4).

#### **H-6 NAVSEA 5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)**

Note: The Government Furnished Property (GFP) listed in Special Contract Requirements H-5 and H-6 take precedence over any and all listings of GFP in the Attachment J-1, Specification Packages.

The Government will provide only that property set forth below, 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 following for use in the performance of this contract:

Item No.	Property Description	Comment
1	TF40B Engine Storage Container NSN 8145-01-454-3870, P/N P2128-9335 or, NSN 8145-LL-HA3-7435, P/N 234-6768837	One storage container will be provided for each TF40B engine removed from the LCAC craft (Available two weeks after Contractor notification of engine storage container requirement)
2	ETF40B Engine Storage Container Vericor P/N 5826628	Each ETF40B Engine System (including FADEC) will be provided in an engine storage container. Within 5 working days of completion of its use, the storage container shall be returned to the Supervisor.

Schedule

Item No.	Property Description	Comment
3	ETF40B Test Kit	See Note 1
4	Auxiliary Power Unit (APU) Test Kit	See Note 1
5	Rudder Calibration Fixture	See Note 1
6	Propeller Calibration Fixture	See Note 1
7	Squib Tester	See Note 1
8	Rate Table and Rate of Turn Gyro Cable	See Note 1
9	CDR Assembly Drive, P/N 110-2430-098-0C	Includes : Digital Nautical Charts and Site Mission Plan See Note 2
10	LCAC Mission Support Station (LMSS)	Includes: MPAS and LPAS (Data Reduction Tools) See Note 2
11	Propeller Offset Lifting Fixture, P/N 7614-852018-001	See Note 1

Note 1: The availability of this item will be as negotiated between the Contractor and the Assault Craft Unit (ACU).

Note 2: The item is provided for craft test purposes only. The item shall be picked up from the Supervisor prior to testing and it shall be returned to the Supervisor upon completion of each craft's testing and trials. The earliest availability of the item is 30 March 2007.

In accordance with Section F Additional Requirement F-2 entitled "Place of Performance," this is the only requirement in this contract for the Government to provide to the Contractor any facilities, equipment (not including the equipment listed under Special Contract Requirements H-5 entitled "Government-Furnished Property (Incorporation)").

The price and delivery schedule set forth in this contract contemplate the rent-free use of the facilities and equipment identified in paragraph below. If the Government limits or terminates the Contractor's rent-free use of said facilities and equipment, 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.

The Government will provide for use in connection with and under the terms of this contract the following:



Schedule

(1) Access to the vessel (LCACs 34, 54, and 68 and LCACs 36, 50, and 69) at ACU-4, US Naval Amphibious Base, Little Creek, Norfolk, VA.

(2) Work, Storage and Service Areas at ACU 4:

- (i) Use of Government-Provided 3-Bay Tension Fabric Shelter.
- (ii) Area for Contractor supplied services for Government-Provided 3-Bay Tension Fabric Shelter.
- (iii) Area for Contractor administration trailer.
- (iv) Contractor lay down area (5,000 sq. ft).
- (v) Contractor material receipt area (2,500 sq. ft).

(3) Employee Parking at ACU 4: 25 passenger-sized vehicle spaces.

(4) Utility Services at ACU 4: None.

(5) Equipment Services at ACU 4:

- (i) Mobile Gantry Crane (Travel Lift) (will require 24 hour prior notice to the ACU).
- (ii) A shipset of fifty-inch flyover blocks installed in each bay of the Government-Provided 3-Bay Tension Fabric Shelter.

(6) Rest Room Facilities at ACU 4: ACU 4 will designate rest room facilities for use by Contractor personnel.

(7) Craft Fuel Services at ACU 4: All LCAC fuel and refueling services will be provided by ACU 4.

The Contractor shall furnish all other necessary material, labor, services, equipment (e.g., air compressors, crane services, test equipment), accessories, facilities, and such other things and services as are necessary for accomplishing the work specified in the contract subject to the rights reserved by the Government under Section I, FAR Clause 52.245-2 entitled "Government Property."

The Contractor shall protect material and equipment in work, storage, and service areas from adverse environmental exposure, including that caused by nearby operating LCAC craft.

**H-7 NAVSEA 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

Schedule

(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 91718-8000

Phone: (909) 273-4677 or DSN 933-4677  
FAX: (909) 273-5200  
Internet: <http://www.gidep.corona.navy.mil>

**H-8 NAVSEA 5252.228-9105 INSURANCE-PROPERTY LOSS OR DAMAGE-LIABILITY  
TO THIRD PERSONS (FT) (JAN 1990)**

(a) The Contractor shall not, unless otherwise directed or approved in writing by the Department, carry or incur the expense of any insurance against any form of loss of or damage to the vessels or to the materials or equipment therefor to which the Government has acquired title or which have been furnished by the Government for installation by the Contractor. The Government assumes the risks of loss of and damage to the vessels and such materials and equipment which would have been assumed by the underwriters if the Contractor had procured and maintained throughout the term of this contract, on behalf of itself and the Government, insurance with respect to the vessels and such materials and equipment for full value against pre-keel and post-keel laying risks (i) under the forms of Marine Builders Risk (Navy Form-Syndicate) policy, including the rider attached to the "Free of Capture and Seizure" clause thereof, and War Damage policy, both as set forth in the pamphlet entitled "Standard Forms of Marine Builders Risk (Navy Form-Syndicate) and War Damage Insurance Policies referred to in Vessel Contracts to the Bureau of Ships," dated 23 November 1942, or (ii) under any other policy forms which the Assistant Secretary of the Navy (R,D&A), Insurance Office shall determine were customarily carried or would have been customarily carried by the Contractor in the absence of the foregoing requirement that the Contractor not carry or incur the expense of insurance, provided, that the Government does not assume any risk with respect to loss or damage compensated for by insurance or otherwise or resulting from risks with respect to which the Contractor has failed to procure or maintain insurance, if available, as required or approved by the Department; provided, further, that under the above identified policies or under this requirement the Government does not assume any risk with respect to, and will not pay for any costs of the Contractor for the inspection, repair, replacement, or renewal of any defects themselves in the vessel(s) or such materials and equipment due to (A) defective workmanship, or defective materials or equipment performed by or furnished by the Contractor or its subcontractors or, (B) workmanship, or materials or equipment performed by or furnished by the Contractor or its subcontractors which do(es) not conform to the requirements of the contract, whether or not any such defect is latent or whether or not any such non-conformance is the result of negligence; provided, further, that under the above identified policies or under this requirement the Government

Schedule

does not assume the risk of and will not pay for the costs of any loss, damage, liability or expense caused by, resulting from, or incurred as a consequence of delay or disruption of any type whatsoever. No requirement of this contract shall operate to subject the Contractor to a liability for which the Government has assumed the risk hereunder. Notwithstanding the foregoing, the Contractor shall bear the first \$50,000 of loss or damage from each occurrence or incident the risk of which the Government otherwise would have assumed under the requirements of this paragraph.

(b) Unless otherwise directed by the Department, the Contractor shall procure and thereafter maintain with respect to each of the vessels Collision Liability and Protection and Indemnity Liabilities Insurance (Government-Syndicate Form), as set forth in the aforesaid 23 November 1942 pamphlet, if available, in an amount equal to (i) eighty percent (80%) of the sum of the target price of the vessel and an amount estimated by the Department to represent the value of materials and equipment furnished by the Government for installation by the Contractor, or (ii) Two Million Dollars (\$2,000,000), whichever shall be less. The Government will indemnify the Contractor against liabilities (including expenses incidental thereto) to third persons which, but for the limitation on amount specified in this paragraph, would have been covered by such Collision Liability and Protection and Indemnity Liabilities Insurance, and which are not compensated for by insurance or otherwise, provided such liabilities are represented by final judgments or by settlements approved in writing by the Department. The Contractor shall not, however, be so indemnified against liabilities with respect to which the Contractor has failed to procure or maintain insurance, if available, as required or approved by the Department. The Contractor shall promptly notify the Department of each suit or action filed and each claim made against which the Contractor may be entitled to indemnification under this paragraph. The Contractor shall furnish the Department with copies of all papers received with respect to each suit, action or claim and, if requested by the Department, shall authorize representatives of the Government to settle, or direct or take charge of the defense of, such suit, action or claim. In the absence of such request, the Contractor shall diligently proceed with such defense. The Government's liability under this paragraph (b) and the Collision Liability and Protection and Indemnity Liabilities Insurance forms set forth in the pamphlet entitled "Standard Forms of Marine Builders Risk (Navy Form Syndicate) and War Damage Insurance Policies, referred to in Vessel Contracts of the Bureau of Ships, dated 23 November 1942, is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(c) The cost of the insurance required by paragraph (b) of this requirement is included in the target price and the cost of all other insurance which may be required or approved pursuant to this clause will be considered allowable costs under this contract. If the Department should require or approve the cancellation of any such insurance, the Contractor will promptly pay to the Government the amount of all unearned premiums refunded to the Contractor, but only to the extent that such premiums shall have been reimbursed to the Contractor by the Government or included in the pricing structure of the contract (firm fixed price or incentive type arrangement, as applicable).

(d) All insurance which is or may be required or approved pursuant to this requirement shall be in such form, in such amounts, for such periods of time, and with such insurers as the Department may from time to time require or approve, provided the Contractor shall be named as an insured and

Schedule

shall be entitled to payment of any loss or damage as its interests may appear. The policies or certificates of insurance shall be deposited with the Assistant Secretary of the Navy (R,D&A), Insurance Office, or as the Department may otherwise direct.

(e) In the event of loss of or damage to any of the vessels or any of the materials or equipment therefor which may result in a claim against the Government under the insurance requirements of this contract, the Contractor promptly shall notify the Contracting Officer of such loss or damages, and the Contracting Officer may, without prejudice to any other right of the Government, either:

(i) Order the Contractor to proceed with replacement or repair in which event the Contractor shall effect such replacement or repair. The Contractor shall submit to the Contracting Officer a request for reimbursement of the cost of such replacement or repair together with such supporting documentation as the Contracting Officer may reasonably require, and shall identify such request as being submitted under this insurance requirement. If the Government determines that the risk of such loss or damages is within the scope of the risks assumed by the Government under this requirement, the Government will reimburse the Contractor for the reasonable, allowable cost of such replacement or repair, plus a reasonable profit, less the deductible amount specified in paragraph (a) of this requirement. Payments by the Government to the Contractor under this insurance requirement are outside the scope of and shall not affect the pricing structure of the contract (firm fixed price or incentive type arrangement, as applicable), and are additional to the compensation otherwise payable to the Contractor under this contract; or

(ii) In the event the Contracting Officer decides that the loss or damage shall not be replaced or repaired,

(A) Modify the contract appropriately consistent with the reduced requirements reflected by the unreplaced or unrepaired loss or damage, or

(B) Terminate the construction of any part or all of the vessel(s) under the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)" (FAR 52.249-2).

**H-9 NAVSEA 5252.245-9124 LIENS AND TITLE (FP) - ALTERNATE I (JAN 1983)  
(MAY 1998)**

(a) Any and all partial and progress payments made hereunder on account of the vessels and the materials and equipment therefor shall be secured, when made, by a lien in favor of the Government upon such material and equipment on account of all payments so made, except to the extent that the Government, by virtue of any other requirement of this contract, or otherwise, shall have valid title to such material and equipment as against other creditors of the Contractor. If such property is not identified by marking or segregating, the Government shall be deemed to have a lien upon a proportionate part of any mass of property with which such property is commingled. Any lien provided for by virtue of this requirement is paramount to all other liens under the provisions of 10 U.S.C. Sec 2307. Upon completion and delivery of the vessels, said lien shall be discharged as to

Schedule

any materials and equipment, which have not been included in the vessels and which are no longer required therefore.

(b) The Contractor shall immediately discharge or cause to be discharged any lien or rights in rem of any kind, other than in favor of the Government, which at any time exists or rises with respect to the machinery, fittings, equipment or materials for the vessels. If any such lien or right in rem is not immediately discharged, the Government may discharge or cause to be discharged said lien or right in rem at the expense of the Contractor.

(c) Title to the vessels under construction shall be in the Government and title to all materials and equipment acquired for each vessel shall vest in the Government upon delivery thereof to the plant of the Contractor or other place of storage selected by the Contractor, whichever of said events shall first occur; provided, that the Supervisor may, by written direction, require that title shall vest in the Government upon delivery of such materials and equipment to the carrier for transportation to the plant of the Contractor or other place of storage selected by the Contractor. The amount of any freight charges, transportation, taxes or other costs which would have been paid by the Contractor, either directly or as an element of any subcontract cost, and which the Contractor shall not be required to pay as a result of such earlier vesting of title and any use of Government bills of lading, shall be determined and treated as though resulting from a change order and the contract price reduced accordingly. Upon completion of the vessels, or with the approval of the Supervisor at any time during the construction of the vessels, all such materials and equipment which have not been included therein and which are agreed between the Contractor and the Supervisor to be no longer required therefor, except materials and equipment which were furnished by the Government or the cost of which has been reimbursed by the Government to the Contractor, shall become the property of the Contractor; provided, however, that models, mockups, plans and other items which the Contractor is expressly required to construct, prepare, or furnish shall remain the property of the Government. Upon completion of the contract, or at such earlier date as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of property not consumed in the performance of this contract (including any resulting scrap) or not theretofore delivered to the Government, the cost of which has been reimbursed by the Government to the Contractor apart from the fixed price. The Contractor shall deliver or make such other disposal of such property as may be directed or authorized by the Contracting Officer. Recoverable scrap from such property shall be reported in accordance with such procedure and in such form as the Contracting Officer may direct. The net proceeds of any such disposal shall be credited to the Government and shall be paid in such manner as the Contracting Officer may direct. For the purpose of this requirement, "net proceeds" means actual amount collected from such sale of disposal less sales, collection fees and other reasonable related expenses.

**H-10 NAVSEA 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

### Schedule

as set forth below. Within ten (10) 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).

#### **H-11 NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

Schedule**H-12 INDUSTRIAL SUPPORT SERVICES – ITEM NO. 993-11-001**

(a) Industrial Support Services, if required, shall be ordered during the contract period of performance by the Mid-Atlantic Regional Maintenance Center (MARMC) in accordance with Work Item 993-11-001, Industrial Support Services. Industrial Support Services, if required, shall be ordered, as may be modified, on the following schedule:

(1) No more than 80% of the hours prior to the 50% work completion point for each LCAC. The 50% work completion point is defined as that point in the Production Schedule where the budgeted cost (in man-hours) of contractor and sub-contractor work scheduled equates to 50% of the total budgeted cost (in man-hours) of the work scheduled during the availability.

(2) No more than 15% of the hours after the 75% work completion point for each LCAC. The 75% work completion point is defined as that point in the Production Schedule where the budgeted cost (in man-hours) of contractor and sub-contractor work scheduled equates to 75% of the total budgeted cost (in man-hours) of the work scheduled during the availability.

(b) For each craft under-going SLEP, the Contractor may be required to provide up to (see table below) manhours (including prime and subcontractor) of work at a loaded manhour rate of (see table below) and (see table below) dollars of material to be performed as "Industrial Support Services" in addition to performance of all items of the work packages set forth in CLINs 0001 thru 0003, and Option CLINs 0004 thru 0006. The Contractor agrees that these Industrial Support Services for manhours and material, if ordered, shall be performed concurrently with the aforementioned work items, during the contract period of performance, without impacting, accelerating, or causing delays or disruptions to the work required by the aforementioned work items, to any other Government contract, or to any other work in progress for the Government.

CLIN	Craft	Manhours	*Loaded Rate	*Labor \$	Material \$
0001	LCAC 34	25,000	[ ]	[ ]	\$500,000.00
0002	LCAC 54	25,000			\$500,000.00
0003	LCAC 68	25,000			\$500,000.00
0004	LCAC 36	25,000			\$500,000.00
0005	LCAC 50	25,000			\$500,000.00
0006	LCAC 69	25,000			\$500,000.00

\*Offeror is to propose fully loaded manhour labor rates (inclusive of prime and subcontractor efforts). No specific labor mix is defined by the Government for calculating the fully loaded manhour labor rates. The reservations called out in the LCAC Specifications For Work To Be Accomplished provide an indication of the type of work that the Government believes is subject to variability and are candidates for tasking under Industrial Support Services. The fully loaded manhour labor rates shall include profit, General and Administrative (G&A) costs, Quality Assurance (QA), supervision, support functions, and all indirect charges/costs. Labor Dollars (\$) equals the Manhours times the Loaded Rate.

(c) The Industrial and Support Services requirement shall be included in the prices of CLINs 0001 thru 0003, and Option CLINs 0004 thru 0006.

Schedule

(d) The total amount of Industrial Support Services (Labor Dollars (\$) and Material Dollars (\$)) for each craft is limited to the amounts listed in the table above. In the event that the Government does not authorize Industrial Support Services totaling the amounts listed in the table above, the remaining amounts will be de-obligated from the contract.

(e) Whenever the Government orders Industrial Support Services in accordance with Work Item 993-11-001, the Contractor shall submit a report listing total labor hours with trade breakdown and material cost for each work request directed by the Government. The Contractor and the Mid-Atlantic Regional Maintenance Center (MARMC) will develop a method to record and track the amounts for ordered Industrial Support Services for each LCAC craft.

**H-13 NAVSEA 5252.216-9110 ORDERS (FIXED-PRICE) (APR 2004)**

(a) General. Orders for supplies or services specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the effective period of this agreement. Except as otherwise provided in paragraph (e) below, the Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation under the terms of this agreement to issue any orders. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary to accomplish the work specified in each order issued hereunder; provided, however, that this agreement shall not be used for the furnishing of supplies or services which are covered by any "guaranty" or "warranty" clause(s) of the contract(s) under which the supplies were manufactured. In the event of any inconsistency between any order and this agreement, this agreement shall control. All requirements of this agreement shall be applicable to all orders issued hereunder. Wherever the word "contract" appears in this agreement, it shall be deemed to include within its meaning the word "order", and each order shall be considered a separate binding contract as of its effective date. The Contractor shall segregate the costs incurred in the performance of any order issued hereunder from the costs of all other orders issued under this agreement.

(b) Ordering. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting Officer cited in paragraph (i). Each order shall:

- (1) set forth detailed specifications or requirements for the supplies or services being ordered, (or reference applicable specifications or requirements in Section C of this agreement), and, shall refer to the appropriate item under Section B of this agreement;
- (2) set forth quantities being ordered;
- (3) set forth preservation, packaging and packing instructions, if any;
- (4) set forth delivery or performance dates;
- (5) designate the place(s) where inspection and acceptance will be made by the Government;



Schedule

- (6) set forth either the firm contract price or, in the case of an undefinitized order, the definitization schedule and both the monetary limitation on Government liability for the undefinitized order and the maximum ceiling amount at which the order may be definitized;
- (7) set forth appropriation and accounting data for the work being ordered;
- (8) set forth any discount offered for prompt payment;
- (9) be dated;
- (10) be identified by number in accordance with DFARS 204.7004;
- (11) set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor;
- (12) set forth the disbursing office where payment is to be made and other applicable contract administration data;
- (13) cite the applicable circumstance or exception and the justification control number. Orders for items not identified in the class justification, or an individual justification, and the basic ordering agreement are unauthorized;
- (14) be issued on an SF 26 or a DD Form 1155; and
- (15) set forth any other pertinent information.

(c) Firm Priced Orders. Except as otherwise provided in paragraph (d) below, the Contractor shall not begin any work on an order until a firm priced order is issued by the Contracting Officer. Upon receipt of a proposed order, the Contractor shall promptly submit to the Contracting Officer a price proposal for the work specified in the order. The Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly after receipt of the Contractor's proposal and supporting cost or pricing data, if required, the Contractor and the Contracting Officer shall negotiate and agree upon a price and delivery schedule for the work being ordered. The price and delivery schedule, as agreed upon, shall be set forth in the priced order and the order shall be signed by both the Contracting Officer and the Contractor. Upon receipt of the priced order, the Contractor shall promptly commence work and shall diligently complete it.

(d) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a firm priced order, the Contracting Officer may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount and a schedule for definitization, as described in

Schedule

subparagraph (f)(2) below. Upon request, the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. Except as provided in paragraph (e) below, the Contractor shall commence performance of the order upon receipt. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(e) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines it cannot feasibly perform the order, or if it does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen (15) days of issuance of the order the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(f) Definitization of Undefinitized Orders. (1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) other mutually agreeable clauses, terms and/or conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor shall submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR or the Contracting Officer, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

- (i) specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or
- (ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceeds fifty percent (50%) of the order's maximum ceiling amount.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (f)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.4 and Part 31 of

Schedule

the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(g) Limitation of Government Liability. (l) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, those expenditures and obligations will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The clause at FAR 52.216-24 shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long lead procurements; and except as otherwise provided in subparagraph (g)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the maximum ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal, as defined in DFARS 217.7401, to definitize an order before the Government obligated fifty percent (50%) of the maximum ceiling amount, the Contracting Officer may increase the limitation of Government liability up to no more than seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditures under an order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to definitization.

(h) Initial Spares. The limitations set forth in paragraph (d) and subparagraphs (f)(2), (g)(2) and (g)(3), do not apply to undefinitized orders for the purchase of initial spares.

(i) Ordering Activities. The following activities are authorized to issue orders hereunder:

MID ATLANTIC REGIONAL MAINTENANCE CENTER (MARMC)  
9170 SECOND STREET  
SUITE 120  
NORFOLK, VA 23511-2393

Schedule

The Contracting Officer of the Ordering Activity shall forward a copy of each executed order marked "DD-350", to the Commander, Naval Sea Systems Command, ATTN: SEA 0272.

(j) Funds in the following amount are committed under this Basic Ordering Agreement for use by the Ordering Activity in obligating funds to pay for orders placed hereunder:

Item                      Funds

#### **H-14 ORDERS FOR INDUSTRIAL SUPPORT SERVICES FOR DEFERRED REPAIR AND ALTERATION REQUIREMENTS**

(a) Industrial Support Services, if required, shall be available for order by the Mid-Atlantic Regional Maintenance Center (MARMC) for a period of 120 days immediately following redelivery of each craft.

(b) For each craft under going SLEP, the Contractor may be required to provide up to (see table below) manhours (including prime and subcontractor) of work at a loaded manhour rate of (see table below) and (see table below) dollars of material to be performed as "Industrial Support Services for Deferred Repair and Alteration Requirements" in addition to performance of all items of the work packages set forth in CLINs 0001 thru 0003, and Option CLINs 0004 thru 0006. The Contractor agrees that these Industrial Support Services for manhours and material, if ordered, shall be performed during the period immediately following redelivery of each craft without impacting, accelerating, or causing delays or disruptions to the work required by the aforementioned work items, to any other Government contract, or to any other work in progress for the Government.

Craft	Manhours	*Loaded Rate	*Labor \$	Material \$
LCAC 34	10,000	[	]	\$100,000.00
LCAC 54	10,000			\$100,000.00
LCAC 68	10,000			\$100,000.00
LCAC 36	10,000			\$100,000.00
LCAC 50	10,000			\$100,000.00
LCAC 69	10,000			\$100,000.00

\*Offeror is to propose fully loaded manhour labor rates (inclusive of prime and subcontractor efforts). No specific labor mix is defined by the Government for calculating the fully loaded manhour labor rates. The fully loaded manhour labor rates shall include profit, General and Administrative (G&A) costs, Quality Assurance (QA), supervision, support functions, and all indirect charges/costs. Labor Dollars (\$) equals the Manhours times the Loaded Rate.

#### **H-15 COMPLIANCE WITH ORGANIZATIONAL CONFLICT OF INTEREST MITIGATION PLAN**

The Contractor shall comply with all processes, procedures, actions, and measures described in the "Titan Corporation, Landing Craft Air Cushion (LCAC), Organizational Conflict of Interest Mitigation Plan" dated March 2006."

**SECTION I – CONTRACT CLAUSES****SECTION I-1 – CLAUSES INCORPORATED BY REFERENCE****I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:**

<u>SOURCE</u>	<u>TITLE AND DATE</u>
52.202-1	Definitions (Jul 2004)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Jul 1995)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Sep 2005)
52.204-2	Security Requirements (Aug 1996)
52.204-4	Printed/Copied Double-Sided on Recycled Paper (Aug 2000)
52.204-7	Central Contractor Registration (Oct 2003)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2005)
52.211-5	Material Requirements (Aug 2000)
52.211-15	Defense Priority and Allocation Requirement (Sep 1990)
52.215-2	Audit and Records—Negotiation (Jun 1999)
52.215-8	Order of Precedence—Uniform Contract Format (Oct 1997)

<u>SOURCE</u>	<u>TITLE AND DATE</u>
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications (Oct 1997)
52.215-13	Subcontractor Cost or Pricing Data—Modifications (Oct 1997)
52.215-14	Integrity of Unit Prices (Oct 1997)
52.219-8	Utilization of Small Business Concerns (May 2004)
52.219-9 and Alt II	Small Business Subcontracting Plan (Jul 2005) and Alternate II (Oct 2001)
52.219-16	Liquidated Damages—Subcontracting Plan (Jan 1999)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-19	Child Labor—Cooperation with Authorities and Remedies (Jun 2004)
52.222-20	Walsh-Healey Public Contracts Act (Dec 1996)
52.222-21	Prohibition on Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Apr 2002)
52.222-35	Equal Opportunity for Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)
52.222-37	Employment Reports on Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)
52.222-38	Compliance with Veterans' Employment Reporting Requirements (Dec 2001)
52.223-5	Pollution Prevention and Right-To-Know Information (Aug 2003)
52.223-6	Drug-Free Workplace (May 2001)
52.223-11	Ozone-Depleting Substances (May 2001)
52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)

<u>SOURCE</u>	<u>TITLE AND DATE</u>
52.223-14	Toxic Chemical Release Reporting (Aug 2003)
52.225-13	Restriction on Certain Foreign Purchases (Mar 2005)
52.227-1	Authorization and Consent (Jul 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)
52.227-10	Filing of Patent Applications—Classified Subject Matter (Apr 1984)
52.228-5	Insurance Work on a Government Installation (Jan 1997)
52.229-3	Federal, State, and Local Taxes (Apr 2003)
52.230-2	Cost Accounting Standards (Apr 1998)
52.230-6	Administration of Cost Accounting Standards (Apr 2005)
52.232-1	Payments (Apr 1984)
52.232-8	Discounts for Prompt Payment (Feb 2002)
52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-11	Extras (Apr 1984)
52.232-16	Progress Payments (Apr 2003) (The date by which the payment will make progress payments is the 30 <sup>th</sup> day after the billing office receives a proper progress payment request.)
52.232-17	Interest (Jun 1996)
52.232-23 and Alt I	Assignment of Claims (Jan 1986) and Alternate I (Apr 1984)
52.232-25	Prompt Payment (Oct 2003)
52.232-33	Payments by Electronic Funds Transfer—Central Contractor Registration (Oct 2003)
52.233-1 and Alt I	Disputes (Jul 2002) and Alternate I (Dec 1991)

<u>SOURCE</u>	<u>TITLE AND DATE</u>
52.233-3	Protest After Award (Aug 1996)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.242-10	F.O.B. Origin—Government Bills of Lading or Prepaid Postage (Apr 1984)
52.242-11	F.O.B. Origin—Government Bills of Lading or Indicia Mail (Feb 1993)
52.242-12	Report of Shipment (RESHIP) (Jun 2003)
52.242-13	Bankruptcy (Jul 1995)
52.243-1 and Alt II	Changes—Fixed-Price (Aug 1987) and Alternate II (Apr 1984)
52.243-6	Change Order Accounting (Apr 1984)
52.246-23	Limitation of Liability (Feb 1997)
52.246-24	Limitation of Liability—High Value Items (Feb 1997)
52.246-25	Limitation of Liability—Services (Feb 1997)
52.247-1	Commercial Bill of Lading Notations (Apr 1984)
52.248-1	Value Engineering (Feb 2000)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (May 2004)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)
52.251-1	Government Supply Sources (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)



**II. DEFENSE FAR SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES:**

<u>SOURCE</u>	<u>TITLE AND DATE</u>
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies (Dec 2004)
252.203-7002	Display of DOD Hotline Poster (Dec 1991)
252.204-7000	Disclosure of Information (Dec 1991)
252.204-7003	Control of Government Personnel Work Product (Apr 1992)
252.204-7004	Alternate A (Nov 2003)
252.204-7005	Oral Attestation of Security Responsibilities (Nov 2001)
252.205-7000	Provision of Information to Cooperative Agreement Holders (Dec 1991)
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (Mar 1998)
252.211-7000	Acquisition Streamlining (Dec 1991)
252.215-7000	Pricing Adjustments (Dec 1991)
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts) (Apr 1996)
252.223-7004	Drug-Free Work Force (Sep 1988)
252.223-7006	Prohibition of Storage and Disposal of Toxic and Hazardous Materials (Apr 1993)
252.225-7001	Buy American Act and Balance of Payments Program (Jun 2005)
252.225-7002	Qualifying Country Sources as Subcontractors (Apr 2003)
252.225-7004	Report of Intended Performance Outside the United States and Canada-Submission After Award (Jun 2005)
252.225-7012	Preference for Certain Domestic Commodities (Jun 2004)

<u>SOURCE</u>	<u>TITLE AND DATE</u>
252.225-7013	Duty-Free Entry (Jun 2005)
252.225-7014 and Alt I	Preference for Domestic Specialty Metals (Jun 2005) and Alternate I (Apr 2003)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (Jun 2005)
252.225-7022	Restriction on Acquisition of Polyacrylonitrile (PAN) Carbon Fiber (Jun 2005)
252.225-7025	Restriction on Acquisition of Forgings (Jun 2005)
252.225-7038	Restriction on Acquisition of Air Circuit Breakers (Jun 2005)
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004)
252.227-7013	Rights in Technical Data—Noncommercial Items (Nov 1995)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Jun 1995)
252.227-7016	Rights in Bid or Proposal Information (Jun 1995)
252.227-7019	Validation of Asserted Restrictions—Computer Software (Jun 1995)
252.227-7027	Deferred Ordering of Technical Data or Computer Software (Apr 1988)
252.227-7030	Technical Data—Withholding of Payment (Mar 2000)
252.227-7037	Validation of Restrictive Markings on Technical Data (Sep 1999)
252.231-7000	Supplemental Cost Principles (Dec 1991)
252.232-7003	Electronic Submission of Payment Requests (Jan 2004)
252.232-7004	DOD Progress Payment Rates (Oct 2001)
252.242-7003	Application for U.S. Government Shipping Documentation/Instructions (Dec 1991)

<u>SOURCE</u>	<u>TITLE AND DATE</u>
252.242-7004	Material Management and Accounting System (Nov 2005) (Applies if this contract provides progress payments, unless it is awarded to a small business concern.)
252.243-7001	Pricing of Contract Modifications (Dec 1991)
252.243-7002	Requests for Equitable Adjustments (Mar 1998)
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts) (Nov 2005)
252.245-7001	Reports of Government Property (May 1994)
252.246-7000	Material Inspection and Receiving Report (Mar 2003)
252.246-7001	Warranty of Data (Dec 1991)
252.249-7002	Notification of Anticipated Contract Termination or Reduction (Dec 1996)
<u>252.251-7000</u>	<u>Ordering From Government Supply Sources (Nov 2004)</u>

## SECTION I-2 – CLAUSES INCORPORATED IN FULL TEXT

### 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) AND ALTERNATE II (OCT 1997)

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-price items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

**52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989) (NAVSEA VARIATION I) (SEP 1990)**

The Government may require the delivery of the numbered line item(s)/subline item(s), identified in the Schedule as an option item(s), in the quantity and at the price(s) stated in the Schedule. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option, in whole or in part up to the total quantity specified in the option item, whether or not it has exercised other options. Option(s) shall be exercised, if at all, by written or telegraphic notice(s) signed by the Contracting Officer and sent within the time(s) specified below:

ITEM(S)	LATEST OPTION EXERCISE DATE
0004	31 March 2007
0005	31 March 2007
0006	31 March 2007

**52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)**

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause \*52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

\*FAR clause 52.219-23 is not included in this contract.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

1 Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

**52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)**

(a) *Definitions.* As used in this clause-- , means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item.

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to Commanding Officer, Naval Facilities Engineering Service Center, Code 424 CA, 1100 23<sup>rd</sup> Avenue, Port Hueneme, CA 93043-4370.

**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.

#### **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 promptly, within 30 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 paragraph (b) of this clause, 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 paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 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 subparagraphs (d)(1), (2), or (3) of this clause, 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 paragraphs (b) and (c) of this clause.

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

#### 52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause-

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

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

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

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

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

(d) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

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

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: None

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

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

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

(vii) A negotiation memorandum reflecting --

- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;

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

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

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

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

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

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

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

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

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

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

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

**52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004)**

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

"Commercial item" has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down a required in accordance with paragraph (g) of FAR clause 52.222-39.)

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004) -  
ALTERNATE I (APR 1984) (DEVIATION - DAR Tracking Number 99-O0008, 13 July 1999)**

(a) Government-furnished property.

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has

agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property.

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property") are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (Alternate I, Apr 1984)

(1) The term "Contractor's managerial personnel," as used in this paragraph (g), means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract (or, if an educational or nonprofit organization, for expenses incidental to such loss, destruction, or damage), except as provided in subparagraphs (3) and (4) below.

(3) The Contractor shall be responsible for loss or destruction of, or damage to, the

Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained, or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(4)(i) If the Contractor fails to act as provided in subdivision (g)(3)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(5) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate



provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(6) The Contractor shall so notify the Contracting Officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(7) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(7) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making such equitable adjustment.

(8) The Contractor represents that it is not including in the price and agrees it will not hereafter include in any price to the Government any charge or reserve for insurance (including any self-insurance fund or reserve) covering loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(9) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property, or shall otherwise credit the proceeds to equitably reimburse the Government, as directed by the Contracting Officer.

(10) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
  - (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
  - (3) A decrease in or substitution of Government-furnished property; or
  - (4) Failure to repair or replace Government property for which the Government is responsible.
- (i) Government property disposal. Except as provided in paragraphs (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

(1) Scrap (to which the Government has obtained title under paragraph (c) of this clause.—(i) Contractor with an approved scrap procedure.—(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that--

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains Hazardous materials or hazardous waste;
- (5) Contains precious metals;

(6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.

(2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:

(i) May purchase the property at the acquisition costs.

(ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, reasonable restocking fee that is consistent with the supplier's customary practices).

(iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.

(3) Inventory disposal schedules.—(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify—

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and

(B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for—

- (A) Special test equipment without commercial components;
- (B) Special test equipment with commercial components;
- (C) Printing equipment;
- (D) Computers, components thereof, peripheral equipment, and related equipment;
- (E) Precious Metals;
- (F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) Property with the same description, condition code, and reporting location may be grouped in single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;

(ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.

(6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.

(7) Storage--

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121<sup>st</sup> day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approve to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

(8) Disposition instructions.

(i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the Government property.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.

(9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the price or cost of work covered by this contract or to the Government as the Contracting Officer directs.

(10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.

(j) Abandonment of Government property--

(1) The Government will not abandon sensitive Government property without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances, however, if the Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

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

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

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

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

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

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

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

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

**252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005)**

(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 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/UID/equivalents.html>.

“DoD unique item 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 non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet’s Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

“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.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous.

"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/UID/uid\\_types.html](http://www.acq.osd.mil/dpap/UID/uid_types.html).

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

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for—

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

None

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number None.



(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that—

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

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution “DD” format for use until the solution is approved by ISO/IEC JTC1 SC 31. The “DD” format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology – Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall—

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; 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 the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(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 unique item identification under paragraph (c)(1)(i) or (ii) of this clause, 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, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

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

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

(5) Original part number.

(6) Lot or batch number.

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

(8) Current part number effective date.

(9) Serial number.

(10) Government's unit acquisition cost.

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

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent 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.\*\*

(7) Lot or batch number.\*\*

(8) Current part number (if not the same as the original part number).\*\*

(9) Current part number effective date.\*\*

(10) Serial number.\*\*

(11) Unit of measure.

(12) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

#### **252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005)**

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is

available via the Internet at [http://guidebook.dema.mil/20/guidebook\\_process.htm](http://guidebook.dema.mil/20/guidebook_process.htm) (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall-

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror-

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

**252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)**

(a) *Definitions.* As used in this clause—

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if—

(i) This contract is a construction contract; or

(ii) The supplies being transported are—

(A) Noncommercial items; or

(B) Commercial items that—

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief—

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance

of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

**252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)**

(Applies if the contractor made a negative response to the inquiry in the provision at DFARS 252.247-7022, Representation of Extent of Transportation by Sea.)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor—

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties—

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for—

(i) Noncommercial items; or

(ii) Commercial items that—

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

**SECTION J – LIST OF ATTACHMENTS**

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

ATTACHMENT	TITLE
J-1	Technical Data Package for FY06 LCAC SLEP and Option FY07 LCAC SLEP, including the following Specifications For Work To Be Accomplished:  FY06 LCAC Specification Number: SSP:BOST-034-06 for LCAC 34, Specification Number: SSP:BOST-054-06 for LCAC 54, and Specification Number: SSP:BOST-068-06 for LCAC 68.  FY07 LCAC Specification Number: SSP:BOST-036-06 for LCAC 36, Specification Number: SSP:BOST-050-06 for LCAC 50, and Specification Number: SSP:BOST-069-06 for LCAC 69.
J-2	Contract Data Requirements List, DD Form 1423 – Exhibits A and B
J-3	Description of Government-Provided Tension Fabric Shelter (TFS) at ACU 4 and Contractor Required Services for the TFS
J-4	Contract Security Classification Specification, DD Form 254
J-5	Financial Accounting Data Sheet (To be provided at contract award)
J-6	Small Business Subcontracting Plan (To be provided by Contractor) (Not applicable to Small Business Concerns)
	The Following attachments are only applicable to the solicitation phase and will not be included in the resulting contract:
J-7	Microsoft Excel Spreadsheet for Work Specification Item Breakout
J-8	Microsoft Excel Spreadsheet for Rate Information