

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   131
2. CONTRACT NO. N00024-07-C-4415	3. SOLICITATION NO. N00024-06-R-4419	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 08 Sep 2006	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE SE - MAIL STOP 2030 WASHINGTON NAVY YARD DC 20376-2030		CODE N00024	8. ADDRESS OFFER TO (If other than Item 7) <b>See Item 7</b>		CODE
TEL: FAX:				TEL: FAX:	

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

**SOLICITATION**

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Naval Sea Systems Command until 02:00 PM local time 17 Apr 2007  
(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 EDMONDSON MAYA J.	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 202-781-1948	C. E-MAIL ADDRESS maya.edmondson@navy.mil
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**OFFER (Must be fully completed by offeror)**

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE 81220	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
NATIONAL STEEL & SHIPBUILDING CO. MSR N00024-92-H-8028 HARBOR DRIVE AT 28TH STREET SAN DIEGO CA 92186-5278			

15B. TELEPHONE NO (Include area code) (619) 544-3400	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$69,394.31	21. ACCOUNTING AND APPROPRIATION See Schedule
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)
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24. ADMINISTERED BY (If other than Item 7) SOUTHWEST REGIONAL MAINTENANCE CENTER 3755 BRINSER STREET, SUITE 1 SAN DIEGO CA 92136-5025	CODE N55236	25. PAYMENT WILL BE MADE BY DFAS-SAN DIEGO ATTN TEAM 3 CODE FPVAB 4181 RUFFIN RD SAN DIEGO CA 92123-1819	CODE N45924
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26. NAME OF CONTRACTING OFFICER (Type or print) DUANE T. ROBINSON TEL: 202-781-3922 EMAIL: Duane.Robinson@navy.mil	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE 14-Aug-2007
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**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	AMOUNT
0001		
	CPAF	
	ACCOMPLISH THE FY07 EXECUTION PLANNING FOR USS GARY (FFG 51) FY08 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY	
	ESTIMATED COST	\$0.00
	MAX AWARD FEE	\$0.00
	TOTAL EST COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	AMOUNT
0001AB		
	CPAF	
	Fleet Alts (Formerly Title "D" & "F" SHIPALTs) and Repairs	
	ESTIMATED COST	\$0.00
	MAX AWARD FEE	\$0.00
	TOTAL EST COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	AMOUNT
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0001AC

CPAF  
Program ALTs (Formerly Title "K" SHIPALTs)

ESTIMATED COST  
MAX AWARD FEE  
TOTAL EST COST + FEE



ACRN AA  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AF

COST  
FCCOM Support for Fleet Alts (Formerly Title "D" & "F" SHIPALTs) and  
Repairs

ESTIMATED COST \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AG

COST  
FCCOM Support for Program ALTs (Formerly Title "K" SHIPALTs)

ESTIMATED COST \$0.00

ITEM NO SUPPLIES/SERVICES  
0002

ACCOMPLISH NON-SCHEDULED REPAIRS AND ALTERATION  
REQUIREMENTS BETWEEN CNO SCHEDULED AVAILABILITIES FOR  
FFG 7 CLASS SHIPS (HOMEPORTED AND/OR VISITING) SAN DIEGO, CA  
SEE SECTION C

ITEM NO SUPPLIES/SERVICES  
0003

PROVISIONED ITEMS ORDER (PIO) FOR ITEMS 0001, 0002, AND (IF  
EXERCISED) OPTION ITEM(S) 0006-0051, SEE SECTION C

ITEM NO SUPPLIES/SERVICES  
0004

DATA FOR ITEMS 0001, 0002, AND (IF EXERCISED) OPTION ITEM(S)  
0006-0051, (SEE EXHIBIT A - CDRL(S) ATTACHED).

ITEM NO SUPPLIES/SERVICES  
0005

PROVISIONING TECHNICAL DOCUMENTATION (PTD) FOR ITEMS  
0001, 0002, AND (IF EXERCISED) OPTION ITEM(S) 0006-0051, and (SEE  
EXHIBIT B - CDRL(S) ATTACHED)

ITEM NO SUPPLIES/SERVICES  
0006

RESERVED

ITEM NO SUPPLIES/SERVICES  
0007  
OPTION

CPAF

ACCOMPLISH THE FY07 EXECUTION PLANNING FOR USS RENTZ (FFG  
46) FY08 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY



ITEM NO SUPPLIES/SERVICES  
0008  
OPTION

CPAF

ACCOMPLISH THE FY07 EXECUTION PLANNING FOR USS JARRETT  
(FFG 33) FY08 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY



ITEM NO SUPPLIES/SERVICES  
0009  
OPTION

CPAF

ACCOMPLISH THE FY08 REPAIR AND ALTERATIONS OF USS GARY  
NON DRY-DOCKING CNO SCHEDULED AVAILABILITY



ITEM NO SUPPLIES/SERVICES  
0010  
OPTION

CPAF

ACCOMPLISH THE FY08 REPAIR AND ALTERATIONS OF USS RENTZ  
NON DRY-DOCKING CNO SCHEDULED AVAILABILITY



ITEM NO SUPPLIES/SERVICES  
0011  
OPTION

CPAF

ACCOMPLISH THE FY08 REPAIR AND ALTERATIONS OF USS JARRETT  
NON DRY-DOCKING CNO SCHEDULED AVAILABILITY



ITEM NO SUPPLIES/SERVICES  
0012  
OPTION

CPAF

ACCOMPLISH THE FY08 EXECUTION PLANNING FOR USS MCCLUSKY  
(FFG 41) FY09 DRY-DOCKING CNO SCHEDULED AVAILABILITY



ITEM NO SUPPLIES/SERVICES  
0013  
OPTION

CPAF

ACCOMPLISH THE FY08 EXECUTION PLANNING FOR USS  
VANDEGRIFT (FFG 48) FY09 NON DRY-DOCKING CNO SCHEDULED  
AVAILABILITY



ITEM NO SUPPLIES/SERVICES  
0014  
OPTION

CPAF

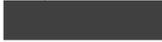
ACCOMPLISH THE FY08 EXECUTION PLANNING FOR USS THACH (FFG  
-DOCKING CNO SCHEDULED AVAILABILITY



ITEM NO SUPPLIES/SERVICES  
0015  
OPTION

CPAF

ACCOMPLISH THE FY08 EXECUTION PLANNING FOR USS CURTS (FFG  
38) FY09 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY



ITEM NO SUPPLIES/SERVICES  
0016  
OPTION

CPAF

ACCOMPLISH THE FY09 REPAIR AND ALTERATIONS OF USS  
MCCLUSKY (FFG 41) FY09 DRY-DOCKING CNO SCHEDULED  
AVAILABILITY



ITEM NO SUPPLIES/SERVICES  
0017  
OPTION

CPAF

ACCOMPLISH THE FY09 REPAIR AND ALTERATIONS OF USS  
VANDEGRIFT (FFG 48) FY09 NON DRY-DOCKING CNO SCHEDULED  
AVAILABILITY



ITEM NO SUPPLIES/SERVICES  
0018  
OPTION

CPAF

ACCOMPLISH THE FY09 REPAIR AND ALTERATIONS OF USS THACH  
(FFG 43) FY09 DRY-DOCKING CNO SCHEDULED AVAILABILITY  
[REDACTED]

ITEM NO SUPPLIES/SERVICES  
0019  
OPTION

CPAF

ACCOMPLISH THE FY09 REPAIR AND ALTERATIONS OF USS CURTS  
(FFG 38) FY09 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY  
[REDACTED]

ITEM NO SUPPLIES/SERVICES  
0020  
OPTION

CPAF

ACCOMPLISH THE FY09 EXECUTION PLANNING FOR USS GARY (FFG  
51) FY10 DRY-DOCKING CNO SCHEDULED AVAILABILITY  
[REDACTED]

ITEM NO SUPPLIES/SERVICES  
0021  
OPTION

CPAF

ACCOMPLISH THE FY09 EXECUTION PLANNING FOR USS RENTZ (FFG  
N DRY-DOCKING CNO SCHEDULED AVAILABILITY



ITEM NO SUPPLIES/SERVICES  
0022  
OPTION

CPAF

ACCOMPLISH THE FY09 EXECUTION PLANNING FOR USS JARRETT  
(FFG 33) FY10 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY



ITEM NO SUPPLIES/SERVICES  
0023  
OPTION

CPAF

ACCOMPLISH THE FY10 REPAIR AND ALTERATIONS OF USS GARY  
(FFG 51) FY10 DRY-DOCKING CNO SCHEDULED AVAILABILITY



ITEM NO SUPPLIES/SERVICES  
0024  
OPTION

CPAF

ACCOMPLISH THE FY10 REPAIR AND ALTERATIONS OF USS RENTZ  
(FFG 46) FY10 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY

[REDACTED]

ITEM NO SUPPLIES/SERVICES  
0025  
OPTION

CPAF

ACCOMPLISH THE FY10 REPAIR AND ALTERATIONS OF USS JARRETT  
(FFG 33) FY10 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY

[REDACTED]

ITEM NO SUPPLIES/SERVICES  
0026  
OPTION

CPAF

ACCOMPLISH THE FY10 EXECUTION PLANNING FOR USS  
VANDEGRIFT (FFG 48) FY11 DRY-DOCKING CNO SCHEDULED  
AVAILABILITY [REDACTED]

ITEM NO SUPPLIES/SERVICES  
0027  
OPTION

CPAF

ACCOMPLISH THE FY10 EXECUTION PLANNING FOR USS MCCLUSKY  
(FFG 41) FY11 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY  
[REDACTED]

ITEM NO SUPPLIES/SERVICES  
0028  
OPTION

CPAF

ACCOMPLISH THE FY10 EXECUTION PLANNING FOR USS CURTS (FFG  
[REDACTED]-DOCKING CNO SCHEDULED AVAILABILITY

ITEM NO SUPPLIES/SERVICES  
0029  
OPTION

CPAF

ACCOMPLISH THE FY11 REPAIR AND ALTERATIONS OF USS  
VANDEGRIFT ( [REDACTED] ) DRY-DOCKING CNO SCHEDULED  
AVAILABILITY [REDACTED]

ITEM NO SUPPLIES/SERVICES  
0030  
OPTION

CPAF

ACCOMPLISH THE FY11 REPAIR AND ALTERATIONS OF USS  
MCCLUSKY (FFG 41) FY11 NON DRY-DOCKING CNO SCHEDULED  
AVAILABILITY [REDACTED]

ITEM NO SUPPLIES/SERVICES  
0031  
OPTION

CPAF

ACCOMPLISH THE FY11 REPAIR AND ALTERATIONS OF USS CURTS  
(FFG 38) FY11 DRY-DOCKING CNO SCHEDULED AVAILABILITY  
[REDACTED]

ITEM NO SUPPLIES/SERVICES  
0032  
OPTION

CPAF

ACCOMPLISH THE FY11 EXECUTION PLANNING FOR USS THACH (FFG  
ON-DRY-DOCKING CNO SCHEDULED AVAILABILITY  
[REDACTED]

ITEM NO SUPPLIES/SERVICES  
0033  
OPTION

CPAF

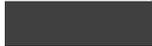
ACCOMPLISH THE FY11 EXECUTION PLANNING FOR USS RENTZ (FFG  
N-DRY-DOCKING CNO SCHEDULED AVAILABILITY



ITEM NO SUPPLIES/SERVICES  
0034  
OPTION

CPAF

ACCOMPLISH THE FY11 EXECUTION PLANNING FOR USS GARY (FFG  
ON-DRY-DOCKING CNO SCHEDULED AVAILABILITY



ITEM NO SUPPLIES/SERVICES  
0035  
OPTION

CPAF

ACCOMPLISH THE FY12 EXECUTION PLANNING FOR USS  
VANDEGRIFT (FFG 48) FY13 NON-DRY-DOCKING CNO SCHEDULED  
AVAILABILITY



ITEM NO SUPPLIES/SERVICES  
0036  
OPTION

CPAF

ACCOMPLISH THE FY12 REPAIR AND ALTERATIONS OF USS THACH  
(FFG 43) FY12 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY  
[REDACTED]

ITEM NO SUPPLIES/SERVICES  
0037  
OPTION

CPAF

ACCOMPLISH THE FY12 REPAIR AND ALTERATIONS OF USS RENTZ  
(FFG 46) FY12 NON-DRY-DOCKING CNO SCHEDULED AVAILABILITY  
[REDACTED]

ITEM NO SUPPLIES/SERVICES  
0038  
OPTION

CPAF

ACCOMPLISH THE FY12 REPAIR AND ALTERATIONS OF USS GARY  
(FFG 51) FY12 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY  
[REDACTED]

ITEM NO SUPPLIES/SERVICES  
0039  
OPTION

CPAF

ACCOMPLISH THE FY13 REPAIR AND ALTERATIONS OF USS  
VANDEGRIFT (FFG 48) FY13 NON DRY-DOCKING CNO SCHEDULED  
AVAILABILITY [REDACTED]

ITEM NO SUPPLIES/SERVICES  
0040  
OPTION

CPAF

ACCOMPLISH THE FY07- FY13 EXECUTION PLANNING FOR USS TBD  
(FFG TBD) FY07 DOCKING CNO SCHEDULED  
AVAILABILITY [REDACTED]

ITEM NO SUPPLIES/SERVICES  
0041  
OPTION

CPAF

ACCOMPLISH THE FY07- FY13 EXECUTION PLANNING FOR USS TBD  
(FFG TBD) FY07- FY13 DRY-DOCKING CNO SCHEDULED  
AVAILABILITY [REDACTED]

ITEM NO SUPPLIES/SERVICES  
0042  
OPTION

CPAF

ACCOMPLISH THE FY07- FY13 EXECUTION PLANNING FOR USS TBD  
(FFG TBD) FY07- FY13 NON DRY-DOCKING CNO SCHEDULED  
AVAILABILITY [REDACTED]

ITEM NO SUPPLIES/SERVICES  
0043  
OPTION

CPAF

ACCOMPLISH THE FY07- FY13 EXECUTION PLANNING FOR USS TBD  
(FFG TBD) FY07- FY13 NON DRY-DOCKING CNO SCHEDULED  
AVAILABILITY [REDACTED]

ITEM NO SUPPLIES/SERVICES  
0044  
OPTION

CPAF

ACCOMPLISH THE FY07- FY13 EXECUTION PLANNING FOR USS TBD  
(FFG TBD) FY07- FY13 NON DRY-DOCKING CNO SCHEDULED  
AVAILABILITY [REDACTED]

ITEM NO SUPPLIES/SERVICES  
0045  
OPTION

CPAF

ACCOMPLISH THE FY07- FY13 EXECUTION PLANNING FOR USS TBD  
(FFG TBD) FY07 [REDACTED] DRY-DOCKING CNO SCHEDULED  
AVAILABILITY [REDACTED]

ITEM NO SUPPLIES/SERVICES  
0046  
OPTION

CPAF

ACCOMPLISH THE FY07- FY13 REPAIR AND ALTERATIONS OF USS  
TBD (FFG TBD) [REDACTED] Y-DOCKING CNO SCHEDULED  
AVAILABILITY [REDACTED]

ITEM NO SUPPLIES/SERVICES  
0047  
OPTION

CPAF

ACCOMPLISH THE FY07- FY13 REPAIR AND ALTERATIONS OF USS  
TBD (FFG TBD) FY07- FY13 DRY-DOCKING CNO SCHEDULED  
AVAILABILITY [REDACTED]

ITEM NO SUPPLIES/SERVICES  
0048  
OPTION

CPAF  
ACCOMPLISH THE FY07- FY13 REPAIR AND ALTERATIONS OF USS  
TBD (FFG TBD) FY07- FY13 NON DRY-DOCKING CNO SCHEDULED  
AVAILABILITY [REDACTED]

ITEM NO SUPPLIES/SERVICES  
0049  
OPTION

CPAF  
ACCOMPLISH THE FY07- FY13 REPAIR AND ALTERATIONS OF USS  
TBD (FFG TBD) FY07- FY13 NON DRY-DOCKING CNO SCHEDULED  
AVAILABILITY [REDACTED]

ITEM NO SUPPLIES/SERVICES  
0050  
OPTION

CPAF  
ACCOMPLISH THE FY07- FY13 REPAIR AND ALTERATIONS OF USS  
TBD (FFG TBD) FY07- FY13 NON DRY-DOCKING CNO SCHEDULED  
AVAILABILITY [REDACTED]

ITEM NO SUPPLIES/SERVICES  
0051  
OPTION

CPAF

ACCOMPLISH THE FY07- FY13 REPAIR AND ALTERATIONS OF USS  
TBD (FFG TBD) FY07- FY13 NON DRY-DOCKING CNO SCHEDULED  
AVAILABILITY [REDACTED]

#### **NOTE A –EXERCISE OF OPTIONS**

By written notice to the Contractor, the Contracting Officer may exercise, if at all, any of the Option Items identified in Section B and require the Contractor to provide, within the performance period specified in Section F, the work described in Section C for such Option (s) at the estimated cost and fee set forth in Section B. The Option(s) may be exercised after the Contractor's receipt of the Specification Work Package in accordance with the procedures stated in Section C, but in any event, the Option(s) shall be exercised, if at all, within the time frames listed in clause FAR 52.217-7, in Section I of this solicitation.

#### **NOTE B - GOVERNMENT RIGHT TO NOT EXERCISE FUTURE OPTIONS**

Whether to exercise an option is solely within the Government's discretion. However, part of the Government's decision to exercise an option or options may be based on how well, in the Government's determination, the Contractor has been performing the contract. The Government reserves the right to not exercise future option(s) if, among other reasons, the Contractor's overall Performance Rating (PR) score is evaluated as:

- "Yellow" for any availability within the first year of contract performance;
- "Green" for any availability within the second year of contract performance; and
- "Purple" for any availability within the third year of contract performance.

#### **NOTE C –PLACE OF PERFORMANCE**

All work under this contract is to be performed as follows:

CNO Scheduled availability work will be performed at the Contractors facility in the assigned port unless otherwise stipulated in the work package.

For continuous maintenance periods including emergent type work and interim availabilities, work may be performed at either the Contractor's or Government facility within the ship's home port, as determined by the ACO. The Contractor may be required to provide non-scheduled repair support to ships in remote locations.

Execution planning activities may be performed at the Contractor's facility or at various Government activities, in accordance with specification work items.

#### **NOTE D – COST OF MONEY FOR FACILITIES CAPITAL**

The Cost of Money for Facilities Capital is not a fee-bearing cost under this contract. However, such amount is included in the Total Estimated Cost for purpose of the "LIMITATIONS OF COST" clause of this contract.

#### **NOTE E – INSTRUCTIONS FOR PROPOSING MAXIMUM AWARD FEE**

Offerors shall propose a maximum award fee (exclusive of small business incentives) of [REDACTED] of the proposed CLIN/Sub-CLIN cost. The Government will NOT permit the "tiering" of profit or fee on any subcontract. The Government will NOT permit any "profit-on-profit" or "fee-on-fee" on any subcontract. The only exception to this requirement is a subcontractor awarded a fixed price contract in a competitive environment where cost and pricing data was not available.

#### **CLAUSES INCORPORATED BY FULL TEXT**

#### **LIMITATION OF COST/LIMITATION OF FUNDS (NAVSEA) (SEP 1990)**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

#### **CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)**

This entire contract is cost type with the exception of any orders placed under CLIN 0003 PROVISIONED ITEMS ORDER

#### **DETERMINATION OF FEE**

##### **I. AWARD FEE DEFINED**

###### **A. Award Fee Evaluation Period**

The Contractor may earn an award fee as determined by the Fee Determining Official (FDO). The Government's purpose in granting an award fee is to encourage and reward superior Contractor effort

directed toward performance of this contract. The specifics for evaluation are set forth in the following paragraphs:

1. The award fee process consists of two evaluation phases.

- An Award Fee Evaluation Period shall be established on a semi-annual basis, tentatively every six months beginning at contract award. Each Award Fee Evaluation Period will consist of Phase I and Phase II, as defined by this clause, which will be evaluated concurrently. The Award Fee Evaluation Period will include all scheduled availabilities, execution planning, and inter-availability work (i.e. Continuous Maintenance and Emergent Maintenance) completed within the tentative six month timeframe. Scheduled availabilities, execution planning, and inter-availability work CLINs will be considered completed sixty (60) days following completion of the work for that specific CLIN.

- Phase I evaluates the Contractor's performance in four categories: Management, Technical, Schedule, and Cost. Phase I also evaluates whether the Contractor met the requirement of using at least two small business subcontractors for each CNO scheduled availability and the extent to which the Contractor subcontracted to the special categories of small businesses detailed in Section H clause, "Small Business Subcontracting Requirement." Specific Award Fee Pool values will be made available by the ACO after award and/or exercise of option(s).

- All inter-availability work (i.e. Continuous Maintenance and Emergent Maintenance) completed during an evaluation period shall also be evaluated for award fee purpose concurrently with the execution planning and repair and alteration CLINs, regardless of when the inter-availability work commenced.

- Phase II evaluates the extent to which the Contractor meets, does not meet, or exceeds the 40% small business subcontracting requirement described in Section H clause, "Small Business Subcontracting Requirement." Phase II covers the Contractor's subcontracting performance over a range of scheduled availabilities and Inter-availabilities (to give the Contractor flexibility in meeting the Small Business Subcontracting requirement. The Phase II evaluation may result in an adjustment to the award fee calculated in Phase I.

2. In the event of discontinuance of the work, the award fee otherwise payable shall be determined in accordance with the clause of the Special Contract Requirements entitled "AWARD FEE DETERMINATION IN EVENT OF TERMINATION OR DISCONTINUANCE."

B. Award Fee Board

The Contractor's performance for Award Fee Evaluation Periods will be conducted by an Award Fee Board (AFB) consisting of not more than five voting members:

- 1) The Chairperson (RMC Code 100 or designated representative)
- 2) Administrative Contracting Officer (RMC Code 400 or designated representative)
- 3) CNSF Representative
- 4) PEO SHIPS F Representative (PEO SHIPS (PMS 400F)
- 5) RMC Code 300 (Waterfront Ops)
- 6) Recorder (RMC Representative, Non-voting)

C. Fee Determining Official

The Fee Determining Official (FDO), PEO SHIPS/PMS 400F, Program Manager, shall make determinations of the award fee due to the Contractor based upon the performance evaluation conducted by the Award Fee Board established pursuant to paragraph B above.

D. Award Fee Determination and Reclama Procedures

1. Within sixty (60) working days after the end of each evaluation period under the contract, the Contractor shall furnish to the AFB such information as may be reasonably required, including a statement of cost incurred, to assist the AFB in evaluating the Contractor's performance during that evaluation period.

2. Within seventy (70) days after the end of each evaluation period under the contract, the AFB shall meet to assess and derive an evaluated Award Fee earned for that period as determined by reports submitted by the contractor, as well as, Government agents.
3. Within three (3) working days after the Award Fee Board meeting, the AFB shall prepare the performance evaluation letter and present it to the Fee Determining Official. A copy will be provided to the Contractor upon transmittal to the FDO.
4. Within five (5) working days from receipt of the copy of the performance evaluation, the Contractor may submit to the FDO any comments with respect thereto. In support of his comments, the Contractor may furnish a written description of his performance during the period under consideration. This description shall clearly identify specific evaluation categories, factors and elements, and the Contractor's own rating thereof.
5. Within five (5) working days from the receipt of the Contractor evaluation comments, the FDO shall provide the Administrative Contracting Officer a final performance evaluation and determination of the award fee.
6. Within five (5) working days from receipt of the final determination, the Administrative Contracting Officer shall notify the Contractor in writing of that final determination. and issue a unilateral modification to the contract to provide for the award fee.

#### E. Finality of Fee Determination Official's Determination

Determinations of the Fee Determining Official with respect to the amount of the award fee to be paid to the Contractor are unilateral decisions made solely at the discretion of the Government.

#### F. Evaluation Categories and Factors

1. Phase I - The Contractor's performance during each evaluation period will be judged as listed below.
  - a. Management (20%)
  - b. Technical Performance (20%)
  - c. Schedule Performance (30%)
  - d. Cost Performance (30%).
  - e. The requirement for subcontracting with at least two small businesses for each availability, and the extent to which the Contractor subcontracts to the special categories of small businesses designated in the Section H clause, "Small Business Subcontracting Requirement," will be evaluated and may result in an adjustment to the award fee calculated based on a-d above.

#### 2. Phase II - Small Business Subcontracting Requirement

The Contractor's compliance with the 40% subcontracting requirement detailed in Section H clause, "Small Business Subcontracting Requirement" will be evaluated in Phase II. Adjustments may be made to the award fee determined by the FDO in Phase I in accordance with the Small Business Award Fee schedule detailed in this clause.

#### G. Changes to Evaluation Categories and Factors

The Contractor will be notified of changes in the evaluation categories and factors as well as any adjustments to the weighing of categories, if any, prior to commencement of each evaluation period.

Unsatisfactory performance under an award fee criterion may result in an increased weight for that factor in subsequent evaluation periods.

#### H. Payment of Award Fee

The Contractor shall be paid an award fee upon submittal of a proper invoice or voucher to the cognizant payment office, together with a copy of the unilateral modification to the contract authorizing payment of award fee for the applicable evaluation period. The Contractor's invoice shall show the amount of award fee payable to each sub-line item, which shall be directly proportionate to the amount, or allowable Estimated Cost (exclusive of FCCOM), incurred by the Contractor during the Evaluation Period. The Contractor's invoice must cite the appropriate accounting data in order for payment to be effected.

## II. AWARD FEE DETERMINATION - PHASE I

### Award Fee Computation

1. Within sixty (60) working days after the end of each Award Fee Evaluation Period under the contract, the Contractor shall furnish to the AFB such information as may be reasonably required, including a statement of cost incurred, to assist the AFB in evaluating the Contractor's performance during that evaluation period.
2. The AFB may use any information, Contractor deliverables, or other materials available to evaluate the Contractor in the categories of Management, Technical, Schedule and Cost as illustrated herein. The categories will have appropriate weights assigned, which were established, prior to start of the Award Fee Evaluation period.
3. The AFB shall determine through the use of information, Contractor deliverables, or other materials, specific adjective grade to be assigned for each category as follows:
  - a. Dark Blue (Exceptional)
  - b. Purple (Very Good)
  - c. Green (Satisfactory)
  - d. Yellow (Marginal)
  - e. Red (Unsatisfactory)
4. The Award Fee Board will then determine and assign a numerical score within each adjective category.
5. A weighted average will be computed by multiplying the numerical score assigned within each adjective category by the weight assigned to the specific overall category. The weighted average for each of the four categories will be summed to derive a numerical, Performance Rating, which will represent the overall rating for award fee calculation.
6. The actual amount of award fee for Phase I will be calculated in accordance with the Performance Rating section below, utilizing the Management, Technical, Schedule, and Cost Control charts that follow.

**PERFORMANCE RATINGS**

The following performance ratings are derived from the Award Fee/CPARS matrix:

<b>Adjective Grade</b>	<b>Performance Rating</b>	<b>Definition</b>
DARK BLUE (Exceptional)	100-94	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
PURPLE (Very Good)	93-80	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
GREEN (Satisfactory)	79-65	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
YELLOW (Marginal)	64-51	The content and quality of performance deficient and the areas for improvement are so significant or numerous that overall performance is considered less than the Government's stated requirement. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
RED (Unsatisfactory)	50-0	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

(2) The relationship of the percent of award fee pool paid for each contract line item evaluated during the Award Fee Evaluation period (subject to the determination of the Fee Determining Official) to the performance rating will be as follows:

<b><u>Performance Rating</u></b>	<b><u>Percent of Award Fee Pool</u></b>
0 – 50	0
51 – 64	$\frac{(\text{Rating} - 50) \times 100}{50}$
65 – 79	$\frac{(\text{Rating} - 40) \times 100}{50}$
80 – 95	Award Fee Pool percentage equals performance rating.

96 – 100

100% of Award Fee Pool

(3) A performance rating of 50 or below is deemed unsatisfactory. The contractor is not entitled to any award fee for a rating of 50 or below.

# MANAGEMENT (20%)



100-94

Contractor's management system demonstrates a policy of total corporate commitment from the deck plate supervision up through upper management. It is evident that the management is effective in development and implementation of process improvements as seen through products such as execution planning and production efforts. The proactive management approach facilitates a totally coordinated and integrated production effort across the full spectrum of government and contractor entities. Contractor management (deck plate & above) is pro-active, continually implementing process improvements and enhancing customer relations. Upper management is actively involved in management of the availability, efficiently coordinating all production efforts.

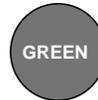
In assessing the contractor's management, evaluators will consider, among other things, facts applicable to Technical and Schedule sub-factors.



93-80

Contractor's management system actively engages in continuous process improvements throughout the organization as evidenced by products such as execution planning and production efforts. Management fosters a cooperative customer service program that anticipates and identifies the needs of Ship's Force and other Government activities (subs, AIT, SIMA, NNSY and Ship's force). Contractor integrates ship's work, training and habitability requirements into the overall production plan, maximizing efficiencies and maintaining schedule and cost. The Contractor is effective in coordinating all production work/efforts (subs, AIT, SIMA and Ship's Force)

In assessing the contractor's management, evaluators will consider, among other things, facts applicable to Technical and Schedule sub-factors.



79-65

Contractor's management system delivers effective planning and production actions that result in on time completion. The management system is effective in utilizing lessons learned to identify and preclude adverse incidents that place personnel at risk, damage government property, impact schedule, cost or quality. Management is responsive to availability fluctuation and incorporates ship's force and other government activity requirements. The contractor manages, schedules and tracks all availability activities, identifying problems and coordinating resolutions while maintaining schedule.

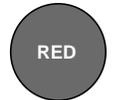
In assessing the contractor's management, evaluators will consider, among other things, facts applicable to Technical and Schedule sub-factors.



64-51

Management has not demonstrated effective planning and production actions resulting in adverse impact to cost and/or schedule. Govt. intervention is required to prevent adverse incidents that place personnel at risk, damage government property, impact schedule, cost or quality. Contractor failed to successfully incorporate lessons learned, which resulted in repetitive adverse conditions. Customers are not satisfied with the results of management's decisions. All production efforts are not effectively coordinated.

In assessing the contractor's management, evaluators will consider, among other things, facts applicable to Technical and Schedule sub-factors.



50-0

Management system does not work effectively, requiring Govt. intervention to prevent avoidable incidents such as violations of quality and safety requirements. Systems do not provide adequate response to changes in work scope, operational or crew training requirements, and have major impact to schedule or cost. Customers are dissatisfied with many process. Subcontractors and all other production efforts (AIT, SIMA and ship's force) are not coordinated. Contractor fails to preclude avoidable incidents such as fire, flooding or serious personal injury. (Examples include but are not limited to tag out violations, failure to maintain fire watches or docking incidents. Safety violations are of extreme importance).

In assessing the contractor's management, evaluators will consider, among other things, facts applicable to Technical and Schedule sub factors.

**COMMENTS:**

- Were contractor actions and decisions in keeping with the Navy desire to reduce cost/time of maintenance?
- Were contractor recommendations focused on efficiency as well as effectiveness, including use of lean mfr. process?
- Did contractor demonstrate effective application of lessons learned to improve performance and efficiency?
- Did the customer's housekeeping expectations exceed the requirements in NAVSE Std. Items, resulting in additional cost?
- The contractor's overall approach to the program is reflected in all other areas of CPARS. Without effective, proactive management the scores in CPARS categories would be directly affected.

NOTE – These elements will also be examined as they relate to execution planning.

# TECHNICAL (20%)



100-94

- Reports, execution planning products, procedures and data requirements were comprehensive, accurate and timely. Reports effectively identified all potential problem areas.
- All disturbed systems were fully operational at contract completion. Ship's force was able to operate all equipment as designed. No CasReps submitted on contractor work.
- Superior assistance to meet ship's force needs during the availability (i.e. temp A/C, power, ventilation).
- No contractor-responsible material issues affecting production schedules. Few minor issues were communicated and quickly resolved without impact to availability end date and internal milestones.
- Comprehensive quality assurance program utilized. QDR average response time was 2 days or less and the greater majority provided acceptable responses.



93-80

- Timely submittals of all reports, execution planning products, procedures and data requirements with no major deficiencies. Noted discrepancies were minor and did not affect system integrity.
- Excellent work-around to support ship's force during repair availability.
- No contractor-responsible material issues affecting production schedules. Few minor issues were communicated and quickly resolved without impact to availability end date.
- Comprehensive QA program utilized. QDR response time was, on average, within 3 days of issuance.



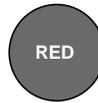
79-65

- Reports, execution planning products, procedures and data requirements submitted on time with minor deficiencies. Corrected reports reissued satisfactorily and promptly.
- Repair in accordance with work item specifications completed on time and met repair requirements with minor discrepancies.
- Material correctly inventoried, stored and tracked during availability. The few issues noted were properly disclosed and corrective actions were taken to avoid re-occurrence.
- QA program successfully utilized with only minor faults. QDR response time was, on average, within 5 days of issuance.



64-51

- Little or no communication with the Government regarding performance on the contract. Very slow response to contract issues.
- Reports, execution planning products, procedures and data requirements were submitted late with both minor and major deficiencies.
- Slow response to provided technical information or failure to identify faulty information timely resulted in cost overruns and missed milestones.
- Many discrepancies requiring ship's force to modify standard operating configurations. Two or more CasReps, on systems worked by the contractor, were issued by ship's force.
- Corrective actions have not been identified or appear only marginally effective.
- Several CFE material issues have had an adverse impact to schedule or cost. Letters for final disposition were late or inaccurate.
- QA program is insufficient as noted by significant quality issues affecting various systems or components.



50-0

- Many major deficiencies with no effort to meet contractual commitments.
- Reports were submitted significantly late, or not at all, with major deficiencies.
- Contractor unresponsive to provided technical direction resulting in significant cost overruns or schedule slippage.
- Ship unable to meet scheduled commitments due to faulty systems/equipment specified for repairs by the contractor.
- Not able to meet contractual requirements. Serious problems for which the corrective actions were ineffective.
- No attempt to follow supplied technical details. Corrective actions were ineffective.
- No apparent safeguards for material in place. Numerous items lost, damaged, or unaccounted for. No ability to track material and no effort to return unused material.
- Contractor not in compliance with their own QA Program.

**COMMENTS:**

- Did contractor utilize any innovative processes that benefited the Government?
- How well did the contractor deliver on the original specification package?
- How well did the contractor use economic workarounds to avoid missed milestones and/or rework caused by inadequate technical documentation?

NOTE – These elements will also be examined as they relate to execution planning.

# SCHEDULE (30%)



**DARK  
BLUE**

100-94

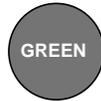
- Ship delivery ahead of schedule**
- All changes authorized prior to 50% point were incorporated into schedule and completed within contract milestones.
- Provided ship's Force, SIMA and AIT work packages were not impacted in the execution phase by the contractor **with NO impact to any milestones**.
- Production schedule submitted IAW NAVSEA Std Item 00960 with significant issues highlighted and updated **accurately as they occur**.



**PURPLE**

93-80

- All contractual dates were met with minor exceptions to milestones to basic work package.** Minor exceptions could include: lagging and painting remaining and those items related to test schedule, on the production milestones without physically impacting the contract completion date.
- Contractor integrated ship's force, SIMA and AIT work packages **with no impact to major milestones and minimal impact to minor milestones.**
- All changes authorized prior to 25% point were incorporated into schedule and completed within contract milestones.
- Scheduling system established and submitted IAW NAVSEA Std Item 00960 with no discrepancies.**



**GREEN**

79-65

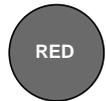
- Ship delivery on schedule and major Milestones were met.
- Contractor integrated ship's force, SIMA and AIT work packages **with no impact to major milestones.**
- Completed basic work within contract milestones.
- Scheduling system established and submitted IAW NAVSEA Std Item 009-60 with minor discrepancies. Planned activities will support contract milestones.



**YELLOW**

64-51

- Ship delivery on schedule with a mix of milestone dates not to contract, corrective actions taken by contractor were marginally effective or not fully implemented. A mix of milestones would be to miss two scheduled milestones and the possibility of impacting the contract completion date.
- Coordination plan is not sufficient, or planned schedules were impacted.
- Contract dates were impacted due to late negotiations and cost proposal submissions due to contractor responsible conditions.
- Scheduling system not sufficient to integrate planned activities from multiple maintenance providers. Progress updates inaccurate or late.



**RED**

50-0

- Ship delivery behind schedule.
- No coordination plan existed.
- Contractor was non-responsive to contract changes.
- No scheduling system maintained.

**COMMENTS:**

- **Extenuating circumstances that may be considered for impacting performance:**

- When was the total work package definitized?
- Was all LLTM properly identified?
- Was the Critical Path impacted by additional work?
- Did contractor fully utilize material supplier community to mitigate impact?
- Were excess materials identifiable in references for definite ordering quantities?
- Did contractor properly identify material requirements?
- Did the contractor receive schedules from AIT's, Ships Force and SIMA prior to start?
- Was the amount of growth added to scope above or below the norm?
- Did AIT's, Ships Force and SIMA complete their work as scheduled?
- Were there any conditions, i.e. weather, flooding, fire, etc. that impacted work?

- How cooperative was Ships Force?
- When was the GFM received?
- What was the complexity of the work added?
- When was the contract funded?

- **Milestones:**

Major: PCD, Docking & Undocking Critical path work item completion  
 Minor: Work items not identified as critical path completion

- **Supporting metrics that can be used:**

- GFM/CFM status and analysis report
- % growth work added at 25%, 50% and 75% progress
- Critical path and Total integrated schedule Analysis

NOTE – These elements will also be examined as they relate to execution planning.

## COST CONTROL (30%)



100 -94

- End cost, excluding growth reservation, did not vary by more than 2% above negotiated cost. EAC/BAC ratio is within + or - 5% for the last 25% of the Availability.
- Cost/Schedule Status Reports (C/SSR) submitted on time and analysis is complete and accurate.
- Timely notification of excess funds was executed during 50 -60% point in the availability
- Average turn around time for pricing growth was within 3 days and settled cost to proposed cost ratio was 95% or greater.
- All COPA 's submitted provided detailed estimates with trade and subcontractor breakdown
- Contractors efforts in improving pricing is evident in advance planning, return costs and/or improvement of schedule



93 -80

- End cost, excluding growth reservation, did not vary by more than 4% above negotiated cost. EAC/BAC ratio is not finalized until end of availability.
- Cost/Schedule Status Reports (C/SSR) submitted on time and analysis was less than 100% complete.
- Average turn around time for pricing growth was within 5 days and settled cost to proposed cost ratio was 90% or greater. Timely notification of excess funds was executed during 60 -75% point in the availability
- Cost proposals provided details facilitating negotiation, including Subcontractor supporting documents and complies with cost or pricing data submission requirements of FAR 52 -215-20.



79 -65

- End cost, excluding growth reservation, did not vary by more than 6% above negotiated cost. Estimate at completion(EAC)/Budget at Completion(BAC) ratio is not finalized until end of the availability.
- Cost/Schedule Status Reports (C/SSR) submitted on time with minimal number of minor discrepancies which did not impact over all costs or effect funding
- Average turn around time for pricing growth was within 10 days and settled cost to proposed cost ratio was 90% or greater. Contractor has complied with the cost or pricing data submission requirements of FAR 52 -215-20.



64 -51

- End cost, excluding growth reservation, did not vary by more than 8% above negotiated cost. Unnecessary costs were attributed to poor contractor control of direct and indirect costs.
- Cost/Schedule Status Report(C/SSR) submitted late with many discrepancies
- Average turn around time for pricing growth exceeded 10 days. Costs estimates were often too high or too low and late in submission.
- No trade or subcontractor breakdown submitted with pricing



50 -0

- End cost, excluding growth reservation, varied by more than 8% above negotiated cost with no plan for improvement. Contractor exhibited no control of either direct or indirect costs.
- Cost reports were late and inaccurate.
- Average turn around time for pricing growth exceeded 15 days.
- Justification provided for costs were inadequate.

**COMMENTS:**

- Did contractor identify overrun in a timely manner?*
  - Was BAC/EAC ratio affected by deleted items or de-obligations?*
  - Were there extenuating reasons provided for the COPA T/A time, overruns; such as delays in GFI/GFM, design issues, funds, environment, etc.?*
- NOTE – These elements will also be examined as they relate to execution planning.

7. A reduction of eight percent (8%) of the award fee calculated in this Phase will be applied if the small business subcontracting requirement of using at least two or more small businesses for EACH CNO scheduled availability, as specified in Section H clause, "Small Business Subcontracting Requirement" is not met throughout the Award Fee Evaluation Period. The eight-percent (8%) reduction will be made prior to, and in addition to, any adjustment made in accordance with the Phase II Small Business Subcontracting Performance evaluation detailed in paragraph III of this clause.

8. An additional four-percent (4%) of the award fee payable in this Phase will be applied if the Contractor satisfies the Small Business Subcontracting Requirement specified in Section H clause, "Small Business Subcontracting Requirement" by using two or more of the special categories of small businesses, described in paragraph four (4) of the clause, for each CNO scheduled availability throughout the Award Fee Evaluation Period. The four-percent (4%) addition will be made prior to, and in addition to, adjustments made in accordance with the Phase II Small Business Subcontracting Performance evaluation detailed in paragraph III of this clause.

**DETERMINATION OF FEE (APPLICABLE TO ALL ITEMS WITH THE EXCEPTION OF ITEMS 0003, 0004 AND 0005)**

CLINs for this contract will be subject to a Base Fee of [REDACTED]. The total Award Fee Pool for Execution Planning CLINs shall not exceed [REDACTED] of the final negotiated cost (excluding small business incentives).

**NOTE:** Notwithstanding any other provision of this clause, the total possible Award Fee earned including small business incentives cannot exceed 11.232% of the final negotiated cost.

**III. SMALL BUSINESS SUBCONTRACTING PERFORMANCE – PHASE II**

**A. Award Fee Computation**

1. The Contractor's effectiveness in subcontracting to small businesses will be evaluated. For the purposes of this contract, the small business subcontracting requirement is that the Prime Contractor subcontract to small businesses, either directly or indirectly, over the course of all scheduled availabilities and inter-availability work completed within an Award Fee Evaluation Period to the extent that subcontracting averages forty percent (40%) of direct costs related to production work for CLINs associated with scheduled availabilities and inter-availability work (i.e. Continuous Maintenance and Emergent Maintenance) completed within the evaluation period, minus the cost of any directed subcontracts and execution planning efforts, not including indirect costs. The forty percent (40%) subcontracting requirement may be met at any subcontracting tier. However, the Government will NOT permit the "tiering" of profit or fee on any large or small business subcontract. The Government will NOT permit any "profit-on-profit" or "fee-on-fee" on any subcontract held by a large or small business. Prime contractors shall NOT include fee from any large or small business subcontractor, including but not limited to Government directed large or small business subcontractors, Original Equipment Manufacturers (OEMs), and Tech Reps in their fee bearing costs. The only exception to this requirement is a subcontractor awarded a fixed price contract in a competitive environment where cost and pricing data was not available.

The Offeror must accomplish the 40% small business subcontracting requirement using at least two or more small businesses for EACH CNO scheduled availability.

Purchase orders to a subcontractor for work, which has not been performed, or for equipment ordered but not received, will not be considered for the purpose of meeting small business subcontracting requirements for award fee consideration. "Open commitments" (e.g., material/equipment ordered but not received, services ordered but not performed) will not be considered during a Phase II evaluation just because a purchase order was issued during the Award Fee Evaluation Period. Material/equipment or services will only be considered once the equipment/material is actually received or the work is actually performed during the Award Fee Evaluation Period.

The Government will evaluate actual performance for the Award Fee Evaluation Period using the information in paragraphs (a) and (b) below reported by the Contractor in accordance with Contract Data Requirements List (CDRL) Data Item A001 and applying the formula in paragraph (c) below.

a. Direct costs related to production work for all scheduled availability and inter-availability work (i.e. Continuous Maintenance and Emergent Maintenance) completed within the Award Fee Evaluation Period, minus the cost of any directed subcontracts and execution planning efforts, not including indirect costs.

b. Total dollars, with corresponding percentages of direct costs described above, subcontracted for all scheduled availability and inter-availability work during the Award Fee Evaluation Period for the following:

- (i) small business concerns;
- (ii) veteran-owned small business concerns;
- (iii) service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns;
- (vi) Women-owned small business concerns for each scheduled availability, and
- (vii) Historically Black colleges and universities and minority institutions for each scheduled availability.

c. Divide (b) by (a) to compute a percentage of subcontracted work for all scheduled availability and inter-availability work (e.g., \$1,600,000/\$4,000,000 = .40 X 100 = 40.0%).

2. Once the award fee has been calculated in accordance with “Award Fee Determination -Phase I” of this clause, the amount may be adjusted to reflect the Contractor’s performance in subcontracting to small businesses for the Phase II evaluation. The Contractor’s performance will be evaluated as follows:

No adjustments will be made to the amount of the award fee calculated in Phase I of the Award Fee Evaluation Period if the Contractor meets its small business subcontracting requirement for the Phase II evaluation.

If the Contractor exceeds, or does not meet, the small business subcontracting requirement for Phase II of the Award Fee Evaluation Period, then the amount of the award fee calculated in the Phase I Evaluation will be adjusted as set forth in the schedules below.

Actual Subcontracting Performance	Subcontracting Performance Incentive
Meet requirement of 40.0%	100% of the award fee calculated in Phase I
38.0% to 39.9%	Loss of 8.0% of the award fee calculated in Phase I
36.0% to 37.9%	Loss of 16.0% of the award fee calculated in Phase I
34.0% to 35.9%	Loss of 24.0% of the award fee calculated in Phase I
32.0% to 33.9%	Loss of 32.0% of the award fee calculated in Phase I
30.0% to 31.9%	Loss of 40.0% of the award fee calculated in Phase I
28.0% to 29.9%	Loss of 48.0% of the award fee calculated in Phase I
26.0% to 27.9%	Loss of 56.0% of the award fee calculated in Phase I
24.0% to 25.9%	Loss of 64.0% of the award fee calculated in Phase I
22.0% to 23.9%	Loss of 72.0% of the award fee calculated in Phase I
20.0% to 21.9%	Loss of 80.0% of the award fee calculated in Phase I
18.0% to 19.9%	Loss of 88.0% of the award fee calculated in Phase I
16.0% to 17.9%	Loss of 96.0% of the award fee calculated in Phase I
Less than 16.0%	Loss of 100.0% of the award fee calculated in Phase I

Actual Subcontracting Performance	Subcontracting Performance Incentive
Meet requirement of 40.0%	100% of the award fee calculated in Phase I
40.1% to 45.0%	Additional 2.0% of the award fee calculated in Phase I
45.1% to 50.0%	Additional 4.0% of the award fee calculated in Phase I
50.1% to 55.0%	Additional 6.0% of the award fee calculated in Phase I
Greater than 55.1%	Additional 8.0% of the award fee calculated in Phase I

**B. Phase II Award Fee Evaluation Process**

The Contractor’s actual small business subcontracting performance will be evaluated in Phase II as described in the section titled “Award Fee Computation” above.

**NOTE: AWARD FEE EVALUATION PERIODS WILL BE PROMULGATED FOLLOWING CONTRACT AWARD.**

**IV. Deviation**

The Fee Determining Official (FDO) may deviate from the award fee derivation method described above to address unique considerations, or circumstances, not otherwise incorporated in this clause. Such unique considerations, or circumstances, must be documented and relevant to the applicable Award Fee Evaluation Period under consideration.

**CLAUSES INCORPORATED BY FULL TEXT**

**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.

**CLAUSES INCORPORATED BY FULL TEXT**

**LIMITATIONS ON INDIRECT COST RATES (NAVSEA) (OCT 1990)**

(a) Pursuant to FAR 42.707, an indirect cost rate ceiling is incorporated into the contract. "Indirect cost" is defined as set forth at FAR 31.001 and 31.203. "Indirect cost rate" is defined as set forth at FAR 42.701.

(b) Notwithstanding the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), the allowable indirect cost under this contract shall be obtained by applying limitations on indirect cost rates to bases agreed upon by the parties, as specified below.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with FAR Subpart 31.2 in effect on the date of this contract, as limited by the indirect cost rates established by this requirement.

(d) For the first Contractor fiscal year, the indirect cost rates contained in the Contractor's accepted contract proposal shall be incorporated into the contract schedule as limitations on indirect cost rates for each Contractor fiscal year of contract performance. The bases to which the indirect cost rates apply shall be those contained in the Contractor's accepted contract proposal and hereby, incorporated into the contract schedule, in accordance with the Contractor's accounting system upon which its proposal was based.

(e) After the first Contractor fiscal year, the Contracting Officer and Contractor shall negotiate the limitations on indirect cost rates for subsequent Contractor fiscal years (unless the parties agree to a different period) and execute a written indirect cost rate limitation agreement setting forth the results. The agreement shall specify (1) the agreed-upon indirect cost rates, (2) the bases to which the rates apply, (3) the fiscal year (unless the parties agree to a different period) for which the rate applies, and (4) the specific items treated as direct costs or any change in the items previously agreed to be direct costs. The agreement is incorporated into this contract upon execution.

(f) Pending establishment of indirect cost rates for any subsequent Contractor fiscal year (or other period agreed to by the parties), the Contractor shall be reimbursed either at the rates fixed for the previous fiscal year or at billing rates acceptable to the Contracting Officer, subject to appropriate adjustment when the final indirect cost rates for that period are established.

(g) The Government will not be obligated to pay any additional amount should any final indirect cost rates for any Contractor fiscal year (or for any different period agreed to by the parties) after the first fiscal year of contract performance exceed the indirect rates incorporated into the contract schedule. In the event any of the Contractor's final indirect cost rates are less than the indirect cost rates incorporated into the contract schedule, the incorporated rates shall be reduced to conform with the lower rates.

(h) The limitations on indirect cost rate shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. If facilities capital cost of money is proposed as an allowable cost, the rates proposed shall be subject to the limitations imposed by this requirement.

(i) The limitations on the indirect cost rate shall apply to all work performed under the contract, and to all change orders and supplemental agreements, including changes due to growth, supplemental, emergent and new work.

(j) Notwithstanding any of the terms of this requirement, should the Contractor initiate a change to its accounting systems which would alter the composition of any overhead base or pool effected by this requirement, the Contracting Officer and Contractor shall negotiate to determine the rate ceilings to be applied to the new overhead pools, provided that no agreement shall be made which would increase the costs paid by the United States under this contract.

#### CLAUSES INCORPORATED BY FULL TEXT

#### PROVISIONING TECHNICAL DOCUMENTATION – WITHHOLDING OF PAYMENT (NAVSEA) (SEP 1990)

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

## CLAUSES INCORPORATED BY FULL TEXT

### TRAVEL COSTS (NAVSEA) (MAR 2001)

- (a) The Contractor shall not charge, and the Government shall not pay, as an allowable cost under this contract, any man-hour costs (whether straight-time or overtime) for Contractor personnel or subcontractor personnel traveling to or from work sites, including travel to work sites other than the Contractor's facility for performance of contract work.
- (b) Workers being paid under this contract, as prime contractor personnel or subcontractor personnel, will complete a full shift at the worksite, and no compensation will be paid for travel time before or after the shift.
- (c) This requirement pertains only to payments for travel time before or after these workers' regular shifts, and does not apply to legitimate travel costs incurred during normal working hours, provided that those costs are otherwise reasonable, allocable and allowable. This requirement does not apply to manufacturer's representatives or Original Equipment Manufacturer (OEM) representatives when specifically required by the Government work specifications.
- (d)(1) Additionally, the Contractor shall not charge, and the Government shall not pay, any transportation costs under this contract associated with transporting Contractor or subcontractor personnel between the Contractor's facility (or subcontractor's facility), and any other work site to perform scheduled ship availability or inter-availability work. Transportation costs include, but are not limited to, bus fare, carfare, train fare, or boat fare, paid by the work force, or paid by the Contractor on behalf of the work force.
- (d) (2) Paragraph (d) (1) does not preclude payments to the Contractor for allowable transportation costs incurred such as that for bus and driver to transport workers to a Government facility or other Government directed work site for performance of scheduled ship availability or inter-availability work. Transportation costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience shall not be reimbursed by the Government.

Note - The Travel Cost Clause refers to travel completed in support of those ships within the homeport area as defined by 75 miles radius, and/or a one and one-half hour commute.

### CONTRACTOR BILLING (COST, FPI) (NAVSEA) (OCT 1990)

Invoices/vouchers (not requests for progress payments) submitted by the Contractor shall identify the specific accounting classification cited in this contract. The Contractor shall submit invoices/vouchers by Contract Line Item (CLIN), Contract Subline Item (SLIN), and ACRN level as identified on the Financial Accounting Data Sheet(s) attached to this contract. To the extent reasonably feasible, costs of performance of this contract shall be segregated, accumulated, and invoiced to the appropriate ACRN categories listed on the Financial Accounting Data Sheet(s). When it is not feasible with respect to invoices/vouchers submitted for CLINs/SLINs with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that invoices/vouchers will allocate costs to the ACRN level on a proportionate basis. Invoices/vouchers submitted to the paying office that do not identify billing amounts by the ACRN level will be returned to the Contractor for proper identification

## CLAUSES INCORPORATED BY FULL TEXT

## 5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF-1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the contract auditor at the following address:

Offeror: Fill- in appropriate DCAA address at time of proposal submission

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the Contracting Officer.

Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 60 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/services is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

- is required with each invoice submittal.
- is required only with the final invoice.
- is not required.

(f) A Certificate of Performance

- shall be provided with each invoice submittal.
- is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

## Section C - Descriptions and Specifications

**STATEMENT OF WORK**

1. The Contractor under the direction of the Regional Maintenance Center (RMC), and as an independent Contractor and not as an agent of the Government, shall furnish the material, support (electrical, crane, rigging, etc.) and facilities (except those furnished by the Government under express provisions of this contract) necessary for the accomplishment of the work identified in this Multi-Ship Multi-Option [MSMO]contract.

2. The Contractor is required to comply with the 40% small business-subcontracting requirement in accordance with the "Small Business Subcontracting Requirement" clause in Section H. The Contractor's adherence to this subcontracting plan will be evaluated by the Award Fee Board as part of each Award Fee evaluation (See Section B - Award Fee).

The Contractor is advised that the purpose of this contract is to provide the Navy with scheduling flexibility in the execution of the maintenance and modernization of these ships. Schedule changes will occur and the contractor will be expected to accommodate them within the scope and terms of this contract.

The Contractor shall participate in periodic meetings, as required, to facilitate execution planning and status reporting related to FFG 7 Class availabilities, including but not limited to the following:

- (a) Participation in TEAM SHIPS Executive Steering Committee (ESC) and Process Review Team (PRT) meetings
- (b) Discussions of action items resulting from lessons learned, including "Hotwash" reviews following the completion of each availability
- (c) Best business practices learned and employed
- (d) Execution planning requirements
- (e) Progress assessments, and
- (f) Participation in Project/Maintenance Team forums designed to enhance work package integration (Forums will be conducted at a time mutually agreed to by primary participants: Government Designated Planning Activity, NSA, Third Party/AITs, Ship's Force, and Prime Contractor)

The Contractor shall strive to identify material requirements to establish long term dedicated vendor relationships to maximize cost savings through material purchases and configuration control. All standard stock Long Lead Time Material (LLTM) listed in the Navy Data Environment (NDE) for Program Alts (Formerly Title K Alts), Fleet Alts (Formerly Title D & AER), excluding Headquarters Systems Command (HSC) material, shall be requisitioned from the Navy and Defense Supply Systems.

Exceptions to this requirement:

When Navy and Defense Supply Systems material is unable to support start of availability, or local procurement is more cost effective to obtain the identical item

The Contractor shall coordinate with the Government Designated Planning Activity, which is currently the FFG 7 Class Planning Yard \* for class design, specifications, material identification and material ordering.

The Contractor shall comply with all environmental and safety laws and regulations.

The following definitions are used throughout the contract and apply where referenced:

**\* Hereinafter, all references in this solicitation to the Government Designated Planning Activity refer to, what is currently, the FFG 7 Class Planning Yard.**

**0001 ACCOMPLISH THE FY 07 EXECUTION PLANNING FOR  
USS GARY (FFG 51), FY 08 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY**

**1.1 SCOPE**

The contractor is required to accomplish the execution planning functions for the **USS GARY (FFG 51), FY08 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** per the contract specifications and the detailed data provided by the Government in the contract. All work shall be coordinated with the Supervisor to ensure that Execution Planning efforts between Contractor and Government Designated Planning Activity are not duplicated.

1. The Contractor is required to accomplish the execution planning functions described herein utilizing Table C-1 for reference purposes only to accomplish execution planning procedures and processes established by the Contractor using the work specifications, drawings, test procedures and other detailed data provided by the Government in the contract. The government provided estimate for this level of effort is 200 man-days for non-docking availabilities and 300 man-days for dry-docking availabilities.

**\*\*AS A GUIDE FOR OFFERORS - NOTIONAL EXECUTION PLANNING SCHEDULE IS IN ACCORDANCE WITH SHIPMAIN MILESTONES AS DEFINED IN THE JFMM. \*\***

**Table C-1 MSMO Planning Milestones**

Shipmain Planning Process Milestones 21 Jul 06								
Item #	Task / Milestone	Responsible Activity	CFT 4 and CFT 2 Entitled Process (in days)					Comments / Remedial Action
			CFT 4 Critical	CNO MSMO	CNO FFP	CAV MSMO	CAV FFP/IDIQ	
1	Establish CNO / CM Availability Schedule	TYCOM		A-720	A-720			FRP Baselines are developed on a 3 year cycle. ID CNO avails IAW with that cycle.
2	<b>Fund Modernization Procurement &amp; Installation - Decision Point 3</b>	OPNAV / FLEET		Varies	Varies			Depends on development and procurement timeline requirements.
3	Issue 2-year rolling Hull Modernization Plan (HMP)	SPM / NAVSEA / TYCOM		A-810 to A-450	A-810 to A-450			Advance planning document to be issued in July each year.
4	Identification of initial list HCPM for ALTS	PARM / Planning Yard		A-660	A-660			HCPM - HQ Centrally Procured Material. This should be for the entire ship class. This should include all known requirements.
5	Provide Incremental Funding for HCPM / LLTM to meet req'd delivery dates	PARM / SPM		A-600	A-600			
6	Initiate procurement of HCPM LLTM	PARM / SPM		A-600	A-600			
7	PY Submit Funding Request for work assigned	Planning Yard		A-480	A-480			
8	Ship Change (SC) Design / Planning Funds provided	NAVSEA / TYCOM		A-420	A-420			SPAWAR generally funds in FY prior to execution year.
9	Interface Control Drawing (ICD) Delivered to alteration developer / PY	PARM		A-420	A-420			
10	Identify drawing development assignments, including Class Drawings	PARMS / TYCOM / NAVSEA		A-390	A-390	A-390	A-390	Send to RMC and Planning Yard
12	Modernization Work package to support Ship check (Locked)	SYSCOM / TYCOM		A-390	A-390			
13	<b>Issue Hull Modernization Plan / Letter Of Authorization (including AITs)</b>	SPM / NAVSEA / TYCOM	<b>A-360</b>	<b>A-360</b>	<b>A-360</b>	<b>A-360</b>	<b>A-360</b>	HMPs to be issued in March each year to maintenance Teams to support MMBP. LOAs will be posted at A-360
14	Establish Availability in NMD	Maintenance Team		A-360	A-360	A-360	A-360	
15	Request Availability Funding for planning repair work	NSA		A-345	A-345	A-345	A-345	this provides funds for early executor planning
16	<b>Task / Fund SID Development</b>	<b>SPM / NSA / AIT / TYCOM / RMC Manager</b>	<b>A-330</b>	<b>A-330</b>	<b>A-330</b>	<b>A-330</b>	<b>A-330</b>	
17	Shipchecks completed	Planning Yard		A-270	A-270	A-270	A-270	No FRP considerations relate to this date.
18	Screen ICMP / TYCOM routines	TYCOM PC		A-270	A-270	A-270	A-270	push ICMP work items to CSMP NLT A-270
19	<b>Provide incremental funds for ordering LLTM for both repair and alt / mod work to meet req'd dates</b>	<b>SYSCOM / TYCOM</b>	<b>A-270</b>	<b>A-270</b>	<b>A-270</b>	<b>A-270</b>	<b>A-270</b>	
20	50% of D-level maintenance work package 2K's locked based on \$	Maintenance Team		A-240	A-240	NA	NA	intent is that the planning activity continually develops specs in the most cost effective manner and not batch this work in front of the next pkg development milestone
21	MSMO contractor complete planning and estimating of work assigned as required by the above A-240 milestone	MSMO Contractor		A-190				intent is to have a continuous flow of planning quality estimates to eliminate churn in the work package
22	<b>Issue/ Deliver SIDs to NSA for KTRs and AITs</b>	<b>Planning Yard</b>	<b>A-180</b>	<b>A-180</b>	<b>A-240</b>	<b>A-180</b>	<b>A-180</b>	This is a change from A-4. Including all SIDs for AITs. For FFP contracts, this milestone should occur at A-8 when possible and NLT A-180
23	Request Availability Funding for both repair & modernization work	NSA / RMC		A-180	A-180	A-180	A-180	
24	All Modernization Risk Assessments (including waivers) submitted	PARM/SPM/TYCOM		A-175	A-175	A-175	A-175	
25	All Modernization Risk Assessments (including waivers) approved	TYCOM		A-150	A-150	A-150	A-150	

26	Identification of AIT Support / Schedule / Impact requirements	AIT Manager	A-135	A-135	A-180	A-135	A-168	Need to develop a complete requirements list. Needs to be integrated with repair reqmt's by the KTR and presented at the WPER
27	80% of D-level maintenance work package 2K's locked based on \$	Maintenance Team		A-120	A-210	NA	NA	intent is that the planning activity continually develops specs in the most cost effective manner and not batch this work in front of the next pkg development milestone
28	Cert Plan(s) (eg ILS, software etc) approved. Final date for modernization Ship Change (SC) approval. LOA locked.	SPM / PARM / PM	A-120	A-120	A-120	A-120	A-120	SPM approves Hull Certification. All unresolved PNA modernization Ship Changes (SCs) are removed from the authorization letter at this date. Please note: There is an Interim Policy covering the Fleet Commanders CSI MP policy for approving the Weapon Sy
29	100% of O level maintenance work package locked	Ship's Force		A-120	A-120	A-30	A-30	intent is to provide work to be accomplished so that an integrated execution sked can be developed for the WPER
30	MSMO contractor complete planning and estimating of work assigned as required by the above A-120 milestone	MSMO Contractor		A-95				intent is to have a continuous flow of planning quality estimates to eliminate chum in the work package
31	Award AIT contracts for work not being done by prime KTR	AIT Sponsor		A-90	A-90	A-90	A-90	
32	I-level work package fully brokered	Maint Team / Ship's Force		A-90	A-90	A-40	A-40	intent is to fully broker all known work to I-level by this date
33	I-level work package fully accepted	RMC		A-75	A-75	A-33	A-33	intent is for I-level to accept or reject all work brokered to it up to this point in time, work entering later in the process will be subject to normal Business Case Analysis
34	100% of D-level maintenance work package 2K's locked based on \$	Maintenance Team		A-75	A-170	A-30	A-60	
35	Solicit Bids	RMC		N/A	A-120	N/A	A-50	If CMAV is to be performed under an IDIQ contract and is over \$500k we may need to add 30 days for solicitation IAW Fair Value purchasing policy. This would reset the CMAV solicit bid milestone to A - 70
36	100% of D-level maintenance work package 2K's planned, estimated	Planning Activity		A-60	A-155	A-25	A-60	
37	Submit I-level work package and schedule to KTR for integration	RMC		A-60	A-60	A-30	A-15	
38	Perform risk assessments and verify deliverables to KTR (O,LD work items and AIT sked reqmts)	Maintenance Team		A-60	NLT A-60	A-25	A-25	this is to confirm that the KTR has all input for his developoment of the integrated avil sked. Note that for FFP CMAV KTR will not be identified until A-15, verification with KTR will take place at WPER.
39	SHAPEC Package turnover	SHAPEC		N/A	A-135	N/A	N/A	
40	MSMO contractor "publish" pkg in NMD	MSMO Contractor		A-60	N/A	A-25	N/A	
42	Cutoff for bidders questions	PCO		N/A	A-100	N/A	A-30	
43	Submit Bids	Contractor		N/A	A-90	N/A	A-20	
44	Award Contract	RMC		N/A	A-60	N/A	A-15	
45	MSMO contractor submit final package cost proposal	MSMO contractor		A-55	N/A	A-25	N/A	
46	Complete TAR	RMC		A-50	N/A	A-20		
47	Provide Availability Funding for Modernization to the RMC	SYSCOMS / PEO / TYCOM	A-45	A-45	A-75	A-45	A-45	includes funding for AIT's support services
48	Define Work Packages	RMC		A-35	N/A	A-18	N/A	
49	Deliver Material (LLTM and Kitted Materials) to Executing Activity	Planning Yards / PARM		A-30	A-30	A-20	A-15	
50	Conduct Work Package Execution Review (WPER) - finalize funding	Maintenance Team		A-30	A-30	A-21	A-10	KTR presents fully planned execution sked (could be a Gantt chart) to the full MT.
51	Start of Availability	Maintenance Team		A-0	A-0	A-0	A-0	

2. Execution Planning requirements include performance of Production Engineering Support, Production Planning, Procurement, Manning & Production Analysis, Production Work Integration, and includes but is not limited to, the following:

a. Providing the necessary management, procurement, test, quality assurance, technical capacity and resources per the requirements of this section. In conjunction with the Project/Maintenance Team, integrate work plans, set priorities, coordinate, and de-conflict all production work performed during the performance period.

b. Provide and maintain an integrated milestone plan and critical path analysis of a rational, integrated and timely production schedule to be used in the availability for its execution planning and procurement/production phases. The plan's milestones must include those key events necessary to meet contract delivery dates, and shall include the following as a minimum:

- Contractor provided drawing completion date
- Identification of LLTM
- Identification of repair LLTM
- Completion of Contractor Ship Check
- Final Work Item completion date
- K ALT Estimate completion date
- Final Package proposal date
- Submittal of production schedule
- Availability Start Date
- Crew move ashore date
- ALO I (Support System Restoration, Equipment ready for Light Off)
- Machinery Space Turn Over date
- Habitability Completion date
- ALO II (Systems Equipment Light Off)
- Ship Refueling
- Dock Trials

Fast Cruise  
Sea Trials  
Contract Completion

c. Develop and utilize a progress measurement system to determine the physical progress of the execution planning and procurement/production phases. The progressing system shall permit a direct comparison of the physical progress of completed work to the integrated milestone plan that is to be developed in subparagraph 1.2.b above.

d. When tasked, conduct ship checks and develop specifications for CNO availability repair, continuous maintenance, emergent, and new work items identified as specified herein. "New work" is defined as work identified after provision of the authorized work package for CNO scheduled availabilities.

(1) Work specifications shall be prepared in accordance with Appendix 4-E of NAVSEA 0900-LP-079-5010 and using the Standard Items, Standard Work Items (SWI) in effect on the date of specification submission.

(2) Specifications will be based on the basic notional specifications and the actual material condition to the maximum extent possible.

(3) The use of Class "B" repairs will be avoided, actual repairs shall detailed in the Work Item whenever possible.

(4) Work specifications and detailed cost estimates to the paragraph and trade level shall be prepared and stored in Navy Maintenance Database (NMD) or Enterprise Resource Planning (ERP). Planning products shall be in the 4-E spec format. All planning documents developed by the Contractor, become the property of the US Government for reuse by other activities. When an existing Master Specification Catalog (MSC) template is available it must be used in developing the work specification. If a MSC template is not available for use, and a new work specification is developed, it shall be submitted to the MSC as a new template candidate. If a MSC template is available, but the work specification must be significantly altered to suit authorized scope of work, or if changes to technical requirements must be made to the work specification, the Contractor shall submit the revised work specification (proposed change) to the MSC as either a new template candidate, or an update to an existing template candidate. All template candidates submitted to the MSC for consideration shall include detailed cost estimates to the paragraph and trade level. All comments and lessons learned must be provided to the Government for review and possible incorporation into the MSC.

(5) Work Items Specifications and other work products shall be completely and thoroughly checked and reviewed by the contractor for technical accuracy and compliance with provisions of specifications and assignments. The Government is the ultimate approval authority for work item specifications provided by the Contractor. Any corrections found necessary due to error or omission by the contractor, shall be promptly accomplished by the contractor.

e. Plan and schedule for receipt storage and installation of the Government Furnished Materials (GFM) identified in the work specifications or by the government.

f. If tasked, identify, procure, receive and store authorized LLTM. When authorized, and where practical and economical, the Contractor shall procure, or arrange options for, multi-ship quantities of identical materials.

g. Apply stringent change control procedures to ensure timely identification and incorporation of new work. Growth work will be related to a previously identified work specification item. New work will not be related to any previously authorized work specification item, and the work will be assigned a new specification item number.

(1) **GROWTH WORK**

The anticipated amount of growth work will be estimated and proposed by the contractor along with the proposal for the work package through the end of each availability. When tasked, the contractor shall prepare growth work

specifications in the 4-E Format. The allocation of growth work shall be per Contractor's proposed work package. Each package shall include work operations, trade skills involved, material requirements, estimated man-hours by trades and schedule of which work is to be completed. The Supervisor will review each work package when submitted. Authorization to proceed with the work will be provided by the ACO only after the work has been priced, and will be subject to the LIMITATION OF FUNDS CLAUSE or the LIMITATION OF COST CLAUSE as applicable.

(2) NEW WORK

All new work specifications written by the Contractor shall be authorized by the ACO, and approved by the Supervisor. Upon receipt of a new work specification, the Contractor shall propose a change in the estimated cost and fee to be incorporated into Section B. The Supervisor will review and approve each work package. Authorization to proceed with new work shall be granted only by the ACO, only after the work has been priced, and will be subject to the LIMITATION OF FUNDS CLAUSE or the LIMITATION OF COST CLAUSE as applicable. Once authorization is granted, the Contractor shall update his manning and production analysis.

(3) CONDITION FOUND REPORT (CFR)

(a) The Contractor will identify needed repairs and recommend corrective action during contract performance for those deficiencies discovered which are not covered by the work specifications. Needed repairs and corrective action reported will be submitted to the Government in the form of a Condition Found Report (CFR).

(b) All CFR's, cost estimates and supporting data will be submitted via electronic means, into the Navy Maintenance Database (NMD), within five working days of identification of the requirement. As a minimum, the CFR will include the following:

- (1) Identify contract number, ship and hull number
- (2) Serialized by CFR number
- (3) Identification of the applicable Work Item number
- (4) Date requirement was discovered
- (5) Description of the work requirement
- (6) Specific location of the work
- (7) Recommendation for corrective action
- (8) Recommendation for the appropriate/best time to accomplish the work (i.e. during current availability with or without schedule change, future CNO or Continuous Maintenance Availability. Provide supporting rationale for the recommendation, such as cost efficiencies, availability of work force, availability of material, premium expenditures, etc.
- (9) Cost and time estimates, and the time frame for which it is valid, including:
  - (A) Class "C" cost estimate. If the work requirement cannot be estimated within five working days, provide a class "F" estimate (+ - 40%) identifying any potential impact which may affect the current schedule. The class "F" estimate will also contain the date on which a class "C" estimate will be provided.
  - (B) Estimated Premium/Acceleration Costs, including premium costs for; material, subcontractors, manhours, rework and any additional costs to on going work resulting from inclusion of the CFR work requirement.
- (10) Identification of related changes, if any, to the internal milestones and production and contract completion dates. If none, so state.
- (11) The Government Maintenance Team reviews the CFR with the requirement (deficiency), recommendation for corrective action and estimate for correctness. The Government determines if the work is required, and potentially affordable. If the CFR is inadequate or incomplete, it is not automatically rejected back to the Contractor. In many cases, the Government and Contractor will need to meet, discuss the recommendation for corrective action, make ship checks to determine full scope of work and evaluate costs prior to final approval of the CFR.
- (12) The Contracting Officer interfaces with the Shipbuilding Specialist (SBS), P/M and Contractor to determine the final agreed price on the manhours and material. (NOTE: In order to reduce the turnaround time, it is incumbent on the Contracting Officer to get involved in the CFR process.)

(13) The CFR is returned to the Contractor as “approved” in NMD (by the P/M) to accomplish growth work, or other action as necessary. At this point, the Contractor is turned on to accomplish the work pending availability of funds. As manhours and material are agreed, the balance is reduced and updates are tracked and compared on a weekly basis by the Government and the Contractor based on the approved growth work by each spec item.

#### REQUEST CONTRACT CHANGE (RCC)

(c) In concert with the “approved” CFR, an RCC is generated based on the agreed total manhours, material to accomplish the scope of work as designated by the Government.

Upon approval by the Project Manager on a CFR for growth work, either the SBS or Contractor will develop a Request for Contractual Change (RCC), and agreed estimate in NMD. The Contractor will develop the RCC and the estimate in NMD based upon the manhours, and material agreed in the “approved” CFR. If required, for Contractor generated RCC’s, the SBS will generate an RCC and an estimate based on the agreed manhours, material and subcontractor price agreed in the final “approval” of the CFR. In either case, the RCC will be generated under the parent item under which the work is being accomplished. Within five working days from receipt of direction on an approved CFR, the Government or the Contractor will develop definitive work specifications in NMD, sequentially numbered, and submit with the agreed manhours and material from the “approved” CFR.. RCC's will only be generated when approved by a CFR as directed by the Government Maintenance Team.

(d) Upon receipt of direction from the Project Manager the SBS will develop a New Work Item specification, provide the work specification and a class "C" cost estimate within three working days. Currently, all New Work will be written and estimated by the Government Planning or a SBS.

(e) From discovery of the first discrepancy and until submission and completion of the last RCC, develop and maintain an electronic format data report of the overall CFR process in NMD. The report shall be submitted weekly during the availability, at C+5, and a final report within C+60. The report shall contain the following information:

CFR and resultant RCC numbers

Brief description

Date work requirement was discovered

Date CFR sent to GOVERNMENT for consideration

Date of GOVERNMENT response, i.e. authorization to proceed with the work and to issue RCC or New Work specification, no action required, etc.

Status of CFR's - in writing, in estimating, estimate type/class

Date of RCC or New Work specification submission

Status of RCC or New Work specification submission, accepted or re-write required

Date of GOVERNMENT approval of RCC or New Work specification

(f) From discovery of the first discrepancy and until submission and completion of the last RCC, develop and maintain an electronic format data report of the overall RCC and New Work process. The report shall be submitted weekly during the availability, at C+5, and a final report within C+60. The report shall contain the following information:

RCC, New Work and assigned work item numbers

Brief description

Date RCC was sent to GOVERNMENT for consideration

CFR cost estimate and RCC final cost estimate

Status of RCC or New Work specification submission, accepted or re-write required

Date of GOVERNMENT approval of RCC or New Work specification

Comments, example, scope change between CFR and RCC.

- h. If tasked the Contractor shall prepare ship specific installation drawings, subject to Government Designated Planning Activity approval, and ultimate approval by the Government for repeat Ship Changes-. Drawings shall be prepared in accordance with NAVSEA Technical Specification 9090-600.
- i. If tasked the Contractor shall compile an Actual Weight and Moment Report and/or stability study, through liaison with the Government Designated Planning Activity in accordance with General Specification for Overhaul of Surface Ships (S9AA-AB-GOS-010) and the Fleet Modernization Program (FMP) Management and Operations Manual (SL720-AA-MAN-010).
- j. The Contractor shall develop and provide red line/ "as built" drawings. The Contractor shall not modify the basic design features of the engineering data provided by the Government. If the contractor deems modifications necessary, the Contractor shall follow the Liaison Action Request (LAR), Engineering Change Proposals and Request for Deviations & Waivers procedures of NAVSEA Technical Specification 9090-100.
- k. Drawings, data and other work products shall be completely and thoroughly checked and reviewed by the contractor for technical accuracy and compliance with provisions of specifications and assignments. The Government is the ultimate approval authority for specifications and drawings provided by the Contractor. Any corrections to drawings or other work products found necessary due to error or omission by the contractor shall be promptly accomplished by the contractor. The Contractor shall account for government approval in their scheduling time line.
- l. The contractor shall be responsible for ensuring that interference- free, technically accurate drawings are received and for calling to the attention of the Supervisor, orally and in writing, any interface and interference problems requiring revision to drawings.
- m. All drawings and other data developed by the contractor shall represent a practical engineering solution based on the best trade-off among total cost, reliability, maintainability and availability of materials, with efficient utilization of technical labor skills, state-of-the-art industrial capability, and timely accomplishment of the task. The design will meet the requirements of the FFG 7 Class Design Specifications by ship and the General Specifications for Overhaul and be presented in a format consistent with the requirements of the references and instructions in force on the start date of the work assignment. Maximum utilization of existing "Class" drawings and Navy Standard Drawings will be made. Redrawing or tracing in whole or in part, of the existing class or standard drawings will not be permitted unless specifically approved by the Government Designated Planning Activity and authorized in writing by the appropriate RMC. All drawings shall be provided in a format acceptable to the Government Designated Planning Activity.
- n. Apply stringent configuration control procedures to identify and incorporate all procured material for authorized and emergent work in the configuration baseline. Contractors shall use the detailed data provided by the Government to perform authorized alterations, repairs and maintenance. If production work cannot be accomplished according to the detailed data, the Contractor must submit a request per the Deviation and Waivers procedures of MIL-STD-973.
- o. All drawings and other data to be furnished shall be reviewed and approved by the Contractor's Chief Design Engineer prior to delivery to the appropriate RMC for approval.
- p. Prepare material ordering lists, develop engineering data, submit Liaison Action Requests (LAR), and correct engineering drawings as authorized and approved by the Supervisor.
- q. The Contractor is required to comply with the following documents or their subsequent revisions in effect at the time of contract award and/or option exercise, as well as applicable current instructions, general specifications, type plans, naval ship technical manuals and directives from the Naval Sea Systems Command, which shall be used in the technical requirements of work under the Contract

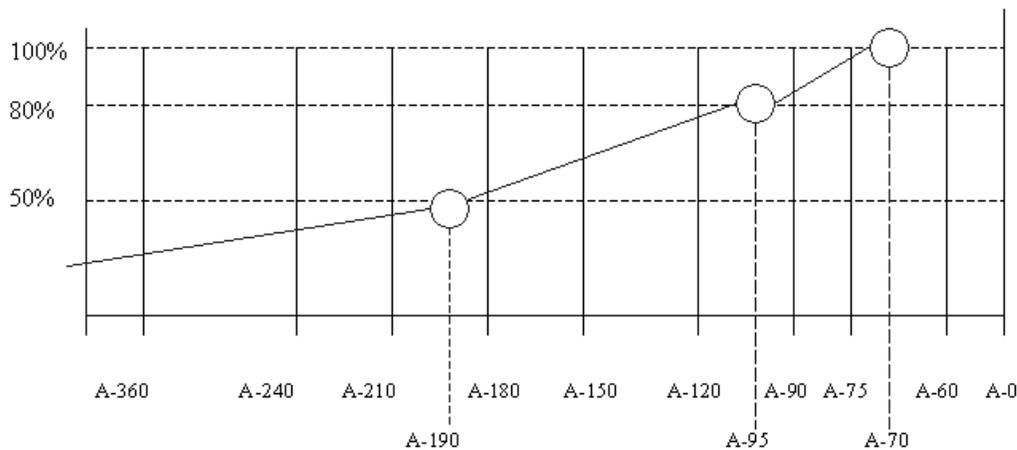
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MIL-HDBK-61A	Configuration Management Guidance
MIL-PRF-49506	Performance Specification Logistics Management Information
MIL-PRF-5480G	Performance Specification Data, Engineering and Technical: Reproduction
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<b>NAVAL INSTRUCTIONS</b>	
T0300-AB-GYD-010 Note: in para 2.d.1, this was 0900-LP-079-5010	Ship Repair Contracting Manual, Appendix 4-E
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S9040-AC-IDX-010	Ships 3-M Reference Information CD (This CD contains the ESWBS information-- Expanded Ship Work Breakdown 5D VOL. 1 Structure for Ships, Ships Systems and Combat Systems VOL. 2 Users Guide for the Expanded Ship)

r. Apply approved quality assurance procedures per the specifications of this contract. Ensure that procured material and performed engineering and production work will achieve and maintain the required quality standards.

s. Maintain central files or record copies including reproducible copies, aperture cards, microfiche and tapes of the data generated for delivery under this contract.

t. As part of the planning process, the contractor shall identify estimates for work scheduled to be performed during availability execution. The milestones depicted on the flow chart below require 50% of the work to be planned and estimated by A-190; 80% planned and estimated at A-95; and 100% planned and estimated at A-70. The purpose of establishing these planning and estimation milestones is to allow the Contractor to communicate work item cost estimates to allow the Government time to adjust the proposed work package due to fluctuations between budgeted and estimated work item costs and for the Government to accomplish incremental package reviews in support of TAR. The contractor is required to meet the milestones depicted or their subsequent revisions in effect at the time of contract award and/or option exercise as detailed in the JFMM.

**MSMO Work Package Flow Chart**



u. Fiber Optic cables and components possess unique handling and installation requirements. The components shall be qualified or approved in accordance with the Qualified Products List (QPL) or the Navy Recommended Fiber Optic Components Parts List. The design, testing, installation, stowage and handling of fiber optic cables and their associated components shall be in accordance with MIL-STD-2052 and MIL-STD-2042 using MIL-HDBK-2051 as guidance. Current Navy reference guidance is available on the Navy Shipboard Fiber Optics website, <https://fiberoptics.nswc.navy.mil>.

**0002 ACCOMPLISH NON-SCHEDULED REPAIRS AND ALTERATION REQUIREMENTS BETWEEN CNO SCHEDULED AVAILABILITIES FOR FFG 7 CLASS SHIPS (HOMEPORTED AND/OR VISITING) SAN DIEGO, CA**

**2.1 SCOPE**

a. General

(1) In keeping with COMNAVSURFOR Maintenance Policy, this item provides for the accomplishment of ship maintenance and alteration work, on a continuous basis, or during “windows of opportunity”, by the prime Contractor.

(2) This item includes continuous maintenance and emergent-type work for homeported ships identified in paragraph b. below. Such work shall be performed during the Continuous Maintenance Periods when ships are available between deployments and other at-sea missions and exercises. For visiting ships of the FFG 7 Class, this item includes emergent-type work and any associated incidental efforts to be performed during the ships' visiting periods.

(3) From time to time the contractor may be required to provide on-site non-scheduled repair support to ships at remote locations. This work shall be accomplished per the direction of the ACO and the requirements of this contract.

(4) The Contractor shall have the ability to respond to emergent type work as directed by the appropriate RMC, who will determine the appropriate level of response based upon the severity of the casualty and location of the vessel. The Contractor shall not begin work on these requirements prior to the placement of orders by the Administrative Contracting Officer (ACO). The Government reserves the right to order these requirements elsewhere, at its discretion. Nonscheduled work is normally comprised of emergency/emergent or continuous maintenance work.

(5) Certain ships in this contract may be decommissioned during the term of this contract. If tasked, the contractor shall plan and execute decommissioning requirements as defined by the Government.

b. Ships of the FFG 7 Class Homeported In San Diego, CA

The following ships of the FFG 7 Class will be homeported in San Diego, CA during all or part of the duration of this contract:

- USS JARRETT (FFG 33)
- USS CURTS (FFG 38)
- USS MCCLUSKY (FFG 41)
- USS THACH (FFG 43)
- USS RENTZ (FFG 46)
- USS VANDEGRIFT (FFG 48)
- USS GARY (FFG 51)

c. Notional Work Package

Representative items to be accomplished are detailed in the notional work package for the FFG 7 Class provided in Section J Attachment J-1.

d. Planning

When tasked, the Contractor shall prepare work specifications for work items to be approved by the appropriate RMC and authorized by the ACO. Documents shall be prepared per the guidance of CLIN 0001 unless otherwise specified. Reuse of existing specifications shall be done to the maximum extent possible. New specifications after Government approval will be uploaded to the Government database.

Submit a preliminary time and cost estimate for accomplishment of the work listed in the Continuous Maintenance Package. This information is for Government use during the Continuous Planning Progress Meeting. The estimates shall be as accurate as practicable in the following format:

ITEM NO.	TIME REQUIRED IN CALENDAR DAYS	ESTIMATED MANDAYS	ESTIMATED MATERIAL COST	ESTIMATED TOTAL COST (PRELIMINARY)

e. Orders

(1) Orders (or revisions thereto) for supplies hereunder will be placed by the ACO (on the basis of funded requisitions to be supplied by the cognizant Requiring Activity) in the form of modifications (unilateral or bilateral) to this contract. The Contractor shall comply with orders only when so made. (To the maximum extent possible, such orders will be made by bilateral modifications to the contract, which are fully priced and contain definitive delivery schedules.)

(2) In the event the ACO determines that time does not permit negotiation of a bilateral modification, a unilateral modification will be issued by the ACO which will specify a dollar limitation (see paragraph (F) below) and a desired delivery schedule for the supplies ordered together with a detailed description of the supplies to be furnished and a statement of the cost and pricing data required to be furnished. Price (estimated cost and fee) and delivery schedule will later be the subject of a bilateral modification to be executed on behalf of the Government by the ACO. To this end, the Contractor shall submit a price (estimated cost and fee) proposal, in the number of copies requested by the ACO, no later than ten (10) days after receipt of each unilateral modification or before costs equal twenty (20) percent of the dollar limitation when practicable, (practicability is determined by the ACO) (The unilateral modification shall not be used for end item billing purposes for delivered items under this contract). Failure to agree on a bilateral modification for any unilateral order shall be considered a dispute within the meaning of the "Disputes" Clause.

f. **Limitation of Obligations with Respect to Orders not Finally Priced**

The Contractor shall commence work upon receipt of any unilateral modification to this contract. If at any time the Contractor has reason to believe that the price (estimated cost and fee) of an order placed hereunder will exceed the dollar limitation (ceiling price) established by the ACO in a unilateral modification, the Contractor shall so notify the ACO in writing and propose an appropriate increase. Within ten (10) days of such notice, the ACO will either:

(1) Notify the Contractor in writing of such appropriate increase, or

(2) 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 a unilateral modification beyond the point where his cost plus a reasonable profit (fee) hereon exceed the dollar limitation, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the dollar limitation specified in any unilateral modification placed pursuant to paragraph (E) above.

g. All documents invoked form a part of this SOW to the extent specified herein. Where written approval to streamline requirements has not been received from the Government, the full intent of all documents referenced in the SOW shall apply. Military specifications and standards listed in reference documents are considered second tiered documents and are to be considered as guidance only for implementing the tasks.

No later than 60 days following the completion of each CLIN II Award Fee evaluation period, submit a cost report to the appropriate RMC listing each RCC/Work Item to be evaluated. This report shall be consistent with the cost elements used for the annual incurred cost submissions required by FAR 55.216-7 under this contract. Cost to be returned at the Specification 009-99 and OPNAV 4700 2K levels.

h. **Terminal Date for Placement of Orders**

The Contractor shall not be obligated to accept any orders placed hereunder beyond 180 days after delivery of the last end item.

**0003 PROVISIONED ITEMS ORDER (PIO) (NAVSEA) (NOV 1996) FOR ITEM(s) 0001, 0002 AND (IF EXERCISED) OPTION ITEM(s) 0006 THROUGH 0051**

**3.1 SCOPE**

(a) General. The Contractor agrees that it will furnish the supplies or services ordered by the Government in accordance with the procedures specified herein. Orders will be placed by the Contracting Officer, Provisioning Activity or Administrative Contracting Officer as unilateral or bilateral modifications to this contract on SF 30, Amendment of

Solicitation/Modification of Contract. Any amounts shown in Section B at time of award of the initial contract for each provisioned line item are estimated amounts only and are subject to upward or downward adjustment by the issuing activity. If no amounts are shown, funding will be obligated before or at time of order issuance. It is understood and agreed that the Government has no obligation under this contract to issue any orders hereunder.

(b) Priced Orders. For each proposed order, the Contractor agrees that it will submit a signed SF 1411 (Contract Pricing Proposal) or such other cost or pricing data as the Contracting Officer may require. Promptly thereafter, the Contractor and the Contracting Officer shall negotiate the price and delivery schedule for the proposed order. Upon execution and receipt of the priced order, the Contractor shall promptly commence the work specified in the order.

(c) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, he/she may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation of Government liability, a maximum ceiling amount, and a schedule for definitization, as described in subparagraph (e)(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. The Contractor shall begin performing the undefinitized order upon receipt, except as provided in paragraph (d) below. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(d) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines that it cannot feasibly perform the order, or if the Contractor 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 days of issuance of the order, the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(e) 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) any other mutually agreeable clauses, terms and conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor agrees to submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR, cost or pricing data, including SF 1411. 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) a 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 expended by the Contractor under the undefinitized order exceed fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (e)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.8 and Part 31 of 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).

(f) Limitation of Government Liability.

(1) 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, they will be at the Contractor's sole risk and expense. Further, the limitation of Government liability shall be the maximum Government liability if the order is terminated. The "LIMITATION OF GOVERNMENT LIABILITY" clause 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 (f)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the 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 has obligated fifty percent (50%) of the ceiling amount, the Contracting Officer may increase the limitation of Government liability to up to 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 expenditure under an undefinitized 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 thereon 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 establishment of firm prices.

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

(h) Terminal Date for Placement of Orders. The Contractor shall not be obligated to accept any orders placed hereunder beyond 180 days after delivery of the last end item.

(i) Segregation of Costs. The Contractor shall segregate the costs of performance of each undefinitized order from the cost of any other work performed by the Contractor.

**0004 DATA REQUIREMENTS (NAVSEA) (SEP 1992) FOR ITEM(S) 0001, 0002, AND (IF EXERCISED) OPTION ITEM (S) 0006 THROUGH 0051 (SEE EXHIBIT A – CDRL(S) ATTACHED)**

**4.1 SCOPE**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit "A", attached hereto. The CDRL – Exhibit A forms a part of the schedule of this solicitation.

**0005 PROVISIONING TECHNICAL DOCUMENTATION (PTD) – (NAVSEA) (FEB 1994) FOR ITEM (S) 0001, 0002 AND (IF EXERCISED) OPTION ITEM (S) 0006 THROUGH 0051 (SEE EXHIBIT B – CDRL (S) ATTACHED)**

**5.1 SCOPE**

The Provisioning Technical Documentation (PTD) shall be in accordance with the Provisioning Requirements Introduction (Attachment J-5), the Provisioning Statement of Work (Attachment J-6), the Logistics Management Information (LMI) Worksheets (Attachment J-7), the Data Item Descriptions (DIDs), DD Form 1664 (Attachment J-8), and the Contract Data Requirements List (CDRL), DD Form 1423, Exhibits A and B attached hereto. The contractor shall invoke these PTD requirements in all purchase orders to subcontractors/vendors for the procurement of contractor furnished equipment.

**0006 ACCOMPLISH THE FY07 REPAIR AND ALTERATIONS OF USS THACH (FFG 43) FY07 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**6.1 SCOPE**

**RESERVED**

**0007 ACCOMPLISH THE FY07 EXECUTION PLANNING FOR USS RENTZ (FFG 46) FY08 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**7.1 SCOPE**

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS RENTZ (FFG 46) FY08 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

**0008 ACCOMPLISH THE FY07 EXECUTION PLANNING FOR USS JARRETT (FFG 33) FY08 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**8.1 SCOPE**

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS JARRETT (FFG 33) FY08 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

**0009 ACCOMPLISH THE FY08 REPAIR AND ALTERATIONS OF USS GARY (FFG 51) FY08 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**9.1 SCOPE**

The Contractor shall accomplish the Execution functions for **USS GARY (FFG 51) FY08 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0009.

For designated dry docking availabilities the Contractor shall make certified drydocking facilities available for accomplishment of work items below the ship's waterline. Requirements of this item include, but are not limited to, the following:

- a. Provide the management, technical, procurement, production, testing and quality assurance necessary to prepare and accomplish the repair and alteration of **USS GARY (FFG 51) FY08 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the requirements stated in this Section, the Work Item

Specifications contained in Section J Attachment 1, the Delivery Schedule specified in Section F, and all other terms and conditions set forth in this contract.

b. Accomplish planning and scheduling to ensure a rational, integrated and timely plan for receipt, storage and installation of Government Furnished Material as identified in work item specifications, and for accomplishment of production work. Provide an integrated milestone plan for the availability. These milestones will include a schedule of key events necessary to meet the contract delivery dates. A critical path analysis (if required) and a milestone schedule shall be used to measure schedule accomplishment of the functions and elements required to successfully complete the repair and alteration of **USS GARY (FFG 51) FY08 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** within the availability dates specified in Section F.

c. Develop Progress Measurement Systems to permit the determination of the physical progress of completed work for each of the elements in the scheduling plan, including material, manpower, engineering, production, tests and trials. The progress measurement system shall permit a direct comparison of the physical progress of completed work to the planned performance measurement baseline for each of the elements in the scheduling system.

d. Establish management procedures and systems to identify behind schedule conditions and unfavorable schedule variances, using the scheduling systems performance measurement baseline and the progress measurement systems. The applied systems and procedures shall provide timely identification of scheduling problem areas to permit prompt management action to correct unsatisfactory conditions.

e. Apply stringent change control procedures to ensure timely identification and incorporation of new work. "New work" is defined as work identified after provision of the authorized CNO availability Package. Growth work will be related to a previously identified work specification item. New work will not be related to any previously authorized work specification item, and the work will be assigned a new specification item number.

(1) GROWTH WORK - The anticipated amount of growth work will be estimated and proposed by the Contractor along with the proposal for the work package through the end of each availability. All growth and new work specifications will be prepared in the form of "Work Packages." Each package shall include work operations, trade skills involved, material requirements, estimated man-hours by trades and schedule of which work is to be completed. The appropriate RMC Representatives and PEO SHIPS Program Manager Representatives (PRR) will review each work package when submitted. Authorization to proceed with the work will be provided by ACO only after the work has been priced, and will be subject to the LIMITATION OF FUNDS CLAUSE or the LIMITATION OF COST CLAUSE as applicable.

(2) NEW WORK - All specifications for new work shall be written by the Contractor. Upon receipt of a new work specification, the Contractor shall propose a change in estimated cost and fee to be incorporated into Section B. RMC Representatives and PEO SHIPS Program Manager Representative (PMR) will review each work package when submitted. Authorization to proceed with the work will be provided by ACO only after the work has been priced, and will be subject to the LIMITATION OF FUNDS CLAUSE or the LIMITATION OF COST CLAUSE as applicable.

f. Prepare and submit in definitive form, a proposal for accomplishment of emergent work. This proposal shall be submitted within five working days after work identification in accordance with the detailed requirements for emergent work proposals and emergent work specifications detailed in DD Form 1423, CDRL, attached hereto.

g. The Navy intends that all basic and new work authorized for the repair and alteration of ships be compatible with the scheduled availability duration. The Contractor shall accomplish all new work within the scheduled availability duration or inform ACO as soon as practicable of schedule impacts. Any schedule impacts must be approved by ACO prior to proceeding with the work.

h. The Contractor shall be responsible for ensuring interference free, technically accurate drawings are used and shall be responsible for calling to the attention of ACO, orally and in writing, any interface and interference problems.

- i. Apply approved quality assurance procedures as required by this contract and the associated specifications to ensure that procured material and performed production work will achieve and maintain the required quality standards.
- j. The Contractor is required to comply with the documents identified below, or their subsequent revisions in effect at time of contract award or option exercise as well as applicable current instructions, general specifications, type plans, naval ship technical manuals and directives from the Naval Sea Systems Command, shall be used in the technical requirements of work under the contract.
- k. Fiber Optic cables and components possess unique handling and installation requirements. The components shall be qualified or approved in accordance with the Qualified Products List (QPL) or the Navy Recommended Fiber Optic Components Parts List. The design, testing, installation, stowage and handling of fiber optic cables and their associated components shall be in accordance with MIL-STD-2052 and MIL-STD-2042 using MIL-HDBK-2051 as guidance. Current Navy reference guidance is available on the Navy Shipboard Fiber Optics website, <https://fiberoptics.nswc.navy.mil>.

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**CONDITION FOUND REPORT (CFR)**

(1). The Contractor will identify needed repairs and recommend corrective action during contract performance for those deficiencies discovered which are not covered by the work specifications. Needed repairs and corrective action reported will be submitted to the Government in the form of a Condition Found Report (CFR).

(2). All CFR's, cost estimates and supporting data will be submitted via electronic means, into the Navy Maintenance Database (NMD), within five working days of identification of the requirement. As a minimum, the CFR will include the following:

- (a) Identify contract number, ship and hull number
- (b) Serialized by CFR number
- (c) Identification of the applicable Work Item number
- (d) Date requirement was discovered
- (e) Description of the work requirement
- (f) Specific location of the work
- (g) Recommendation for corrective action

(h) Recommendation for the appropriate/best time to accomplish the work (i.e. during current availability with or without schedule change, future CNO or Continuous Maintenance Availability. Provide supporting rationale for the recommendation, such as cost efficiencies, availability of work force, availability of material, premium expenditures, etc.

(i) Cost and time estimates, and the time frame for which it is valid, including:

(1) Class "C" cost estimate. If the work requirement cannot be estimated within five working days, provide a class "F" estimate (+ - 40%) identifying any potential impact which may affect the current schedule. The class "F" estimate will also contain the date on which a class "C" estimate will be provided.

(2) Estimated Premium/Acceleration Costs, including premium costs for; material, subcontractors, manhours, rework and any additional costs to on going work resulting from inclusion of the CFR work requirement.

(j) Identification of related changes, if any, to the internal milestones and production and contract completion dates. If none, so state.

(k) The Government Maintenance Team reviews the CFR with the requirement (deficiency), recommendation for corrective action and estimate for correctness. The Government determines if the work is required, and potentially affordable. If the CFR is inadequate or incomplete, it is not automatically rejected back to the Contractor. In many cases, the Government and Contractor will need to meet, discuss the recommendation for corrective action, make ship checks to determine full scope of work and evaluate costs prior to final approval of the CFR.

(l) The Contracting Officer interfaces with the SBS, P/M and Contractor to determine the final agreed price on the manhours and material. (NOTE: In order to reduce the turnaround time, it is incumbent on the Contracting Officer to get involved in the CFR process.)

(m) The CFR is returned to the Contractor as "approved" in NMD (by the P/M) to accomplish growth work, or other action as necessary. At this point, the Contractor is turned on to accomplish the work pending availability of funds. Updates are tracked and compared on a weekly basis by the Government and the Contractor based on the approved growth work by each spec item.

**REQUEST CONTRACT CHANGE (RCC)**

(3). In concert with the "approved" CFR, an RCC is generated based on the agreed total manhours, material to accomplish the scope of work as designated by the Government.

Upon approval by the Project Manager on a CFR for growth work, either the SBS or Contractor will develop a Request for Contractual Change (RCC), and agreed estimate in NMD. If the contract includes the 813 item, the Contractor is required to generate the RCC's in NMD. The Contractor will develop the RCC and the estimate in NMD based upon the manhours, and material agreed in the "approved" CFR. If required for Contractor generated

RCC's, the SBS will generate an RCC and an estimate based on the agreed manhours, material and subcontractor price agreed in the final "approval" of the CFR. In either case, the RCC will be generated under the parent item under which the work is being accomplished. Within five working days from receipt of direction on an approved CFR, the Government or the Contractor will develop definitive work specifications in NMD, sequentially numbered, and submit with the agreed manhours and material from the "approved" CFR.. RCC's will only be generated when approved by a CFR as directed by the Government Maintenance Team.

(4). Upon receipt of direction from the Project Manager the SBS will develop a New Work Item specification, provide the work specification and a class "C" cost estimate within three working days. Currently, all New Work will be written and estimated by the Government Planning or a SBS.

(5). From discovery of the first discrepancy and until submission and completion of the last RCC, develop and maintain an electronic format data report of the overall CFR process in NMD. The report shall be submitted weekly during the availability, at C+5, and a final report within C+60. The report shall contain the following information:

CFR and resultant RCC numbers

Brief description

Date work requirement was discovered

Date CFR sent to GOVERNMENT for consideration

Date of GOVERNMENT response, i.e. authorization to proceed with the work and to issue RCC or New Work specification, no action required, etc.

Status of CFR's - in writing, in estimating, estimate type/class

Date of RCC or New Work specification submission

Status of RCC or New Work specification submission, accepted or re-write required

Date of GOVERNMENT approval of RCC or New Work specification

(6). From discovery of the first discrepancy and until submission and completion of the last RCC, develop and maintain an electronic format data report of the overall RCC and New Work process. The report shall be submitted weekly during the availability, at C+5, and a final report within C+60. The report shall contain the following information:

RCC, New Work and assigned work item numbers

Brief description

Date RCC was sent to GOVERNMENT for consideration

CFR cost estimate and RCC final cost estimate

Status of RCC or New Work specification submission, accepted or re-write required

Date of GOVERNMENT approval of RCC or New Work specification

Comments, example, scope change between CFR and RCC.

## **0010 ACCOMPLISH THE FY08 REPAIR AND ALTERATIONS OF USS RENTZ (FFG 46) FY08 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

### **10.1 SCOPE**

The Contractor shall accomplish the Execution functions for **USS RENTZ (FFG 46) FY08 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0009.

## **0011 ACCOMPLISH THE FY08 REPAIR AND ALTERATIONS OF USS JARRETT (FFG 33) FY08 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

### **11.1 SCOPE**

The Contractor shall accomplish the Execution functions for **USS JARRETT (FFG 33) FY08 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0009.

**0012 ACCOMPLISH THE FY08 EXECUTION PLANNING FOR USS MCCLUSKY (FFG 41) FY09 DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**12.1 SCOPE**

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS MCCLUSKY (FFG 41) FY09 DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

**0013 ACCOMPLISH THE FY08 EXECUTION PLANNING FOR USS VANDEGRIFT (FFG 48) FY09 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**13.1 SCOPE**

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS VANDEGRIFT (FFG 48) FY09 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

**0014 ACCOMPLISH THE FY08 EXECUTION PLANNING FOR USS THACH (FFG 43) FY09 DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**14.1 SCOPE**

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS THACH (FFG 43) FY09 DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

**0015 ACCOMPLISH THE FY08 EXECUTION PLANNING FOR USS CURTS (FFG 38) FY09 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**15.1 SCOPE**

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS CURTS (FFG 38) FY09 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

**0016 ACCOMPLISH THE FY09 REPAIR AND ALTERATIONS OF USS MCCLUSKY (FFG 41) FY09 DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**16.1 SCOPE**

The Contractor shall accomplish the Execution functions for **USS MCCLUSKY (FFG 41) FY09 DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0009.

**0017 ACCOMPLISH THE FY09 REPAIR AND ALTERATIONS OF USS VANDEGRIFT (FFG 48) FY09 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

#### **17.1 SCOPE**

The Contractor shall accomplish the Execution functions for **USS VANDEGRIFT (FFG 48) FY09 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0009.

**0018 ACCOMPLISH THE FY09 REPAIR AND ALTERATIONS OF USS THACH (FFG 43) FY09 DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

#### **18.1 SCOPE**

The Contractor shall accomplish the Execution functions for **USS THACH (FFG 43) FY09 DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0009.

**0019 ACCOMPLISH THE FY09 REPAIR AND ALTERATIONS OF USS CURTS (FFG 38) FY09 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

#### **19.1 SCOPE**

The Contractor shall accomplish the Execution functions for **USS CURTS (FFG 38) FY09 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0009.

**0020 ACCOMPLISH THE FY09 EXECUTION PLANNING FOR USS GARY (FFG 51) FY10 DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

#### **20.1 SCOPE**

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS GARY (FFG 51) FY10 DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

**0021 ACCOMPLISH THE FY09 EXECUTION PLANNING FOR USS RENTZ (FFG 46) FY10 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

#### **21.1 SCOPE**

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS RENTZ (FFG 46) FY10 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

**0022 ACCOMPLISH THE FY09 EXECUTION PLANNING FOR USS JARRETT (FFG 33) FY10 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

## **22.1 SCOPE**

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS JARRETT (FFG 33) FY10 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

## **0023 ACCOMPLISH THE FY10 REPAIR AND ALTERATIONS OF USS GARY (FFG 51) FY10 DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

### **23.1 SCOPE**

The Contractor shall accomplish the Execution functions for **USS GARY (FFG 51) FY10 DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0009.

## **0024 ACCOMPLISH THE FY10 REPAIR AND ALTERATIONS OF USS RENTZ (FFG 46) FY10 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

### **24.1 SCOPE**

The Contractor shall accomplish the Execution functions for **USS RENTZ (FFG 46) FY10 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0009.

## **0025 ACCOMPLISH THE FY10 REPAIR AND ALTERATIONS OF USS JARRETT (FFG 33) FY10 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

### **25.1 SCOPE**

The Contractor shall accomplish the Execution functions for **USS JARRETT (FFG 33) FY10 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0009.

## **0026 ACCOMPLISH THE FY10 EXECUTION PLANNING FOR USS VANDEGRIFT (FFG 48) FY11 DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

### **26.1 SCOPE**

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS VANDEGRIFT (FFG 48) FY11 DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

## **0027 ACCOMPLISH THE FY10 EXECUTION PLANNING FOR USS MCCLUSKY (FFG 41) FY11 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

### **27.1 SCOPE**

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS MCCLUSKY (FFG 41) FY11 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

**0028 ACCOMPLISH THE FY10 EXECUTION PLANNING FOR USS CURTS (FFG 38) FY11 DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**28.1 SCOPE**

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS CURTS (FFG 38) FY11 DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

**0029 ACCOMPLISH THE FY11 REPAIR AND ALTERATIONS OF USS VANDEGRIFT (FFG 48) FY11 DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**29.1 SCOPE**

The Contractor shall accomplish the Execution functions for **USS VANDEGRIFT (FFG 48) FY11 DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0009.

**0030 ACCOMPLISH THE FY11 REPAIR AND ALTERATIONS OF USS MCCLUSKY (FFG 41) FY11 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**30.1 SCOPE**

The Contractor shall accomplish the Execution functions for **USS MCCLUSKY (FFG 41) FY11 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0009.

**0031 ACCOMPLISH THE FY11 REPAIR AND ALTERATIONS OF USS CURTS (FFG 38) FY11 DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**31.1 SCOPE**

The Contractor shall accomplish the Execution functions for **USS CURTS (FFG 38) FY11 DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0009.

**0032 ACCOMPLISH THE FY11 EXECUTION PLANNING FOR USS THACH (FFG 43) FY12 NON-DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**32.1 SCOPE**

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS THACH (FFG 43) FY12 NON-DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

**0033 ACCOMPLISH THE FY11 EXECUTION PLANNING FOR USS RENTZ (FFG 46) FY12 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**33.1 SCOPE**

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS RENTZ (FFG 46) FY12 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

**0034 ACCOMPLISH THE FY11 EXECUTION PLANNING FOR USS GARY (FFG 51) FY12 NON-DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**34.1 SCOPE**

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS GARY (FFG 51) FY12 NON-DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

**0035 ACCOMPLISH THE FY12 EXECUTION PLANNING FOR USS VANDEGRIFT (FFG 48) FY13 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**35.1 SCOPE**

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS VANDEGRIFT (FFG 48) FY13 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

**0036 ACCOMPLISH THE FY12 REPAIR AND ALTERATIONS OF USS THACH (FFG 43) FY12 NON-DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**36.1 SCOPE**

The Contractor shall accomplish the Execution functions for **USS THACH (FFG 43) FY12 NON-DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0009.

**0037 ACCOMPLISH THE FY12 REPAIR AND ALTERATIONS OF USS RENTZ (FFG 46) FY12 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**37.1 SCOPE**

The Contractor shall accomplish the Execution functions for **USS RENTZ (FFG 46) FY12 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0009.

**0038 ACCOMPLISH THE FY12 REPAIR AND ALTERATIONS OF USS GARY (FFG 51) FY12 NON-DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**38.1 SCOPE**

The Contractor shall accomplish the Execution functions for **USS GARY (FFG 51) FY12 NON-DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0009.

**0039 ACCOMPLISH THE FY13 REPAIR AND ALTERATIONS OF USS VANDEGRIFT (FFG 48) FY13 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**39.1 SCOPE**

The Contractor shall accomplish the Execution functions for **USS VANDEGRIFT (FFG 48) FY13 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0009.

**0040 ACCOMPLISH THE FY07-FY13 EXECUTION PLANNING FOR USS TBD (FFG TBD) FY07-FY13 DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**40.1 SCOPE**

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS TBD (FFG TBD) FY07-FY13 DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

**0041 ACCOMPLISH THE FY07-FY13 EXECUTION PLANNING FOR USS TBD (FFG TBD) FY07-FY13 DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**41.1 SCOPE**

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS TBD (FFG TBD) FY07-FY13 DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

**0042 ACCOMPLISH THE FY07-FY13 EXECUTION PLANNING FOR USS TBD (FFG TBD) FY07-FY13 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**42.1 SCOPE**

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS TBD (FFG TBD) FY07-FY13 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

**0043 ACCOMPLISH THE FY07-FY13 EXECUTION PLANNING FOR USS TBD (FFG TBD) FY07-FY13 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**43.1 SCOPE**

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS TBD (FFG TBD) FY07-FY13 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

**0044 ACCOMPLISH THE FY07-FY13 EXECUTION PLANNING FOR USS TBD (FFG TBD) FY07-FY13 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**44.1 SCOPE**

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS TBD (FFG TBD) FY07-FY13 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

**0045 ACCOMPLISH THE FY07-FY13 EXECUTION PLANNING FOR USS TBD (FFG TBD) FY07-FY13 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**45.1 SCOPE**

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS TBD (FFG TBD) FY07-FY13 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line item 0001.

**0046 ACCOMPLISH THE FY07-FY13 REPAIR AND ALTERATIONS OF USS TBD (FFG TBD) FY07-FY13 DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**46.1 SCOPE**

The Contractor shall accomplish the Execution functions for **USS TBD (FFG TBD) FY07-FY13 DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0009.

**0047 ACCOMPLISH THE FY07-FY13 REPAIR AND ALTERATIONS OF USS TBD (FFG TBD) FY07-FY13 DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**47.1 SCOPE**

The Contractor shall accomplish the Execution functions for **USS TBD (FFG TBD) FY07-FY13 DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0009.

**0048 ACCOMPLISH THE FY07-FY13 REPAIR AND ALTERATIONS OF USS TBD (FFG TBD) FY07-FY13 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**48.1 SCOPE**

The Contractor shall accomplish the Execution functions for **USS TBD (FFG TBD) FY07-FY13 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0009.

**0049 ACCOMPLISH THE FY07-FY13 REPAIR AND ALTERATIONS OF USS TBD (FFG TBD) FY07-FY13 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**49.1 SCOPE**

The Contractor shall accomplish the Execution functions for **USS TBD (FFG TBD) FY07-FY13 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0009.

**0050 ACCOMPLISH THE FY07-FY13 REPAIR AND ALTERATIONS OF USS TBD (FFG TBD) FY07-FY13 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**50.1 SCOPE**

The Contractor shall accomplish the Execution functions for **USS TBD (FFG TBD) FY07-FY13 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0009.

**0051 ACCOMPLISH THE FY07-FY13 REPAIR AND ALTERATIONS OF USS TBD (FFG TBD) FY07-FY13 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)**

**51.1 SCOPE**

The Contractor shall accomplish the Execution functions for **USS TBD (FFG TBD) FY07-FY13 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0009.

**CLAUSES INCORPORATED BY FULL TEXT**

**ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

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

gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

#### CLAUSES INCORPORATED BY FULL TEXT

##### ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

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

#### CLAUSES INCORPORATED BY FULL TEXT

##### 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.

(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.

(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.).

#### CLAUSES INCORPORATED BY FULL TEXT

##### ADDITIONAL PROVISIONS RELATING TO GOVERNMENT PROPERTY (NAVSEA) (OCT 1990)

(a) For purposes of paragraph (g) of the clause entitled "GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)" (FAR 52.245-5) in addition to those items of property defined in that clause as Government Property, the following shall also be included within the definition of Government Property:

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

(b) For purposes of paragraph (e) of the clause entitled "GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)", notwithstanding any other requirement of this contract, the following shall not be considered Government Property:

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

#### CLAUSES INCORPORATED BY FULL TEXT

##### 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.

#### CLAUSES INCORPORATED BY FULL TEXT

##### COMMAND INSPECTION OF BERTHING FACILITIES (NAVSEA) (OCT 1990)

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

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

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

#### CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form with exactly the same rights and limitations as if the data had been delivered as hard copy.

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

#### CLAUSES INCORPORATED BY FULL TEXT

##### 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.

#### CLAUSES INCORPORATED BY FULL TEXT

##### DISPOSAL OF SCRAP (NAVSEA) (OCT 1990)

(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 RMC Office.

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

(c) This requirement is not intended to conflict in any way with the clauses of this contract entitled "PERFORMANCE" (DFARS 252.217-7010) or "GOVERNMENT PROPERTY (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.

#### CLAUSES INCORPORATED BY FULL TEXT

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

(a) Dock Trials. The purpose of this trial is to conduct preliminary tests necessary to ensure that the ship is ready for operating at sea. Ship's personnel will conduct all tests and perform all operational functions; however, Contractor personnel will observe tests, record data, and make minor repairs and adjustments as necessary. The dock trial shall be scheduled in accordance with Work Item 982-31-002. Contractor personnel are not to interfere with functions of ship's personnel.

(b) Fast Cruise. The "fast cruise" is a simulated underway period. The purpose of fast cruise is to test to the maximum extent possible, the ship's material and operational readiness condition. This includes normal watch stations and engineering casualty control procedures. Contractor personnel will not be allowed onboard during this period unless specifically requested by the Supervisor. Fast cruise shall be scheduled after dock trials and prior to sea trials as cited in Specification Item 982-31-002.

#### CLAUSES INCORPORATED BY FULL TEXT

#### EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

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

#### CLAUSES INCORPORATED BY FULL TEXT

#### FACILITIES NOT TO BE GOVERNMENT FURNISHED (CT) (NAVSEA) (JAN 1990)

The Contractor's obligation to perform this contract is in no way conditioned upon the providing by the Government of any facilities, except as may be otherwise expressly provided herein. Accordingly, no such facilities shall be either acquired by the Contractor for the account of the Government or furnished to the Contractor by the Government hereunder. For the purpose of this requirement, facilities means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development or test, including real property and rights therein, buildings, structures, improvements, and plant equipment as defined in FAR 45.101 and 45.301 and DFARS 245.301.

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

## CLAUSES INCORPORATED BY FULL TEXT

## HEAVY WEATHER PLAN (NAVSEA) (JUN 1999)

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

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

## CLAUSES INCORPORATED BY FULL TEXT

## INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (COST TYPE) - ALTERNATE I (NAVSEA) (APR 2004)

(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 guidance.

(c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated on NAVSEA Form 4205/19 or Schedule A, as applicable, attached to the contract. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2 or Schedule C, as applicable, attached to the contract. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI on the NAVSEA Form 4340/2 or Schedule C, as applicable, as follows:

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

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

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

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

(2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, an equitable adjustment shall be made in the contract amount and delivery schedule in accordance with the procedures provided for in the clause of this contract entitled "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2) or "CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS" (FAR 52.243-3).

(d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI listed on the NAVSEA Form 4340/2 or Schedule C, as applicable, the clause of this contract entitled "GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)" (FAR 52.245-5), or any other term or condition of this contract.

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

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

(2) By submitting a request to the  
Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, Pennsylvania 19111-5094  
Telephone (215) 697-2179  
Facsimile (215) 697-1462.

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

#### NOTES

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

#### CLAUSES INCORPORATED BY FULL TEXT

##### HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential

conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

- (i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.
- (j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.
- (k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.
- (l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- (m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.
- (n) Compliance with this requirement is a material requirement of this contract.

#### CLAUSES INCORPORATED BY FULL TEXT

#### PROTECTION OF THE VESSEL (NAVSEA) (SEP 1990)

- (a) The Contractor shall exercise reasonable care, as agreed upon with the Supervisor, to protect the vessel from fire, and shall maintain a system of inspection over the activities of its welders, burners, riveters, painters, pipe fitters, and similar workers, and of its subcontractors, particularly where such activities are undertaken in the vicinity of the vessel's magazines, fuel oil tanks, or store rooms containing inflammable materials. All ammunition, fuel oil, motor fuels, and cleaning fluids shall have been off-loaded and the tanks cleaned, except as may be mutually agreed upon between the Contractor and the Supervisor prior to work on the vessel by the Contractor. Fire hose lines shall be maintained by the Contractor ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock. All tanks under alteration or repair shall be cleaned, washed, and steamed out or otherwise made safe to the extent necessary, and the Contractor shall furnish the vessel's Gas Free Officer and the Supervisor with a "Gas Chemists' Certificate" before any hot work is done. The Contractor shall maintain a fire watch aboard the vessel in areas where the Contractor is working. All other fire watches aboard the vessel shall be the responsibility of the Government.
- (b) Except as otherwise provided in contractually invoked technical specifications or NAVSEA furnished directives, while the vessel is at the Contractor's plant and when the temperature becomes as low as thirty-five degrees Fahrenheit, the Contractor shall assist the Government when requested in keeping all pipe-lines, fixtures, traps, tanks, and other receptacles on the vessel drained to avoid damage from freezing, or if this is not practicable, the vessel shall be kept heated to prevent such damage. The vessel's stern tube and propeller hubs shall be protected by the Contractor from frost damage by applied heat through the use of a salamander or other proper means.
- (c) The work shall, whenever practicable, be performed in such manner as not to interfere with the work performed by military personnel attached to the vessel, and provisions shall be made so that personnel assigned shall have access to the vessel at all times, it being understood that such personnel will not unduly interfere with the work of the Contractor's workmen.

(d) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees, or the work performed by the Contractor in accordance with this contract, and at the completion of such work shall remove all rubbish from and about the site of the work, and shall leave the work in its immediate vicinity "broom clean", unless more exactly specified by the Supervisor.

#### CLAUSES INCORPORATED BY FULL TEXT

##### HQ C-2-0045 QUALIFICATION OF CONTRACTOR NONDESTRUCTIVE TESTING (NDT) PERSONNEL (NAVSEA) (APR 2004)

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

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

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

#### CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions.

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

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

(b) Requirements.

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

#### CLAUSES INCORPORATED BY FULL TEXT

##### STANDARDIZATION - ALTERNATE I (NAVSEA) (MAR 2001)

Subject to meeting the requirements of the specifications, the Contractor shall utilize equipments and components identical to those of the FFG 7 Class Ships. Where equipments or components are not available, the Contractor shall select hull, mechanical, and electrical components in the following order:

(a) Equipment which meets the requirements of the specifications and is identical to equipments and components of the FFG 7 Class Ships.

(b) Equipment which meets the requirements of the specifications and which appears in NAVSEA Standard Components List for Hull, Mechanical and Electrical Equipment, NAVSEA S-0300-A-PLL-00-0.

(c) Equipment which meets the requirements of the specifications (non-standard equipment). For this category, Provisioning Technical Documentation shall be submitted in accordance with paragraph (d) below, and the requirements of the Contract Data Requirements List (CDRL), Exhibit A & B.

(d) For Contractor furnished equipments that meet standardization requirements of paragraph (a) or (b) above, only a Statement of Prior Submission is required. For non-standard equipment, paragraph (c) above, Provisioning Technical Documentation (PTD) shall be developed in accordance with MIL-PRF-49506 dated 11 November 1996, and the Provisioning Requirements Statement.

(e) For non-standard equipment, paragraph (c) above, new/revised Level 3 drawings per DOD-D-1000B dated 28 October 1977 with Notice 1 dated 1 July 1990 shall be developed for new/modified Contractor furnished equipment. In addition, the Contractor shall update applicable Level 3 contract ship construction drawings.

(f) For non-standard equipment, paragraph (c) above, new/revised technical manuals shall be developed in accordance with NAVSEA Standard Items 009-39, 009-41 and 009-42. Technical manual management data shall include those deliverable data items required for Government monitoring/tracking/approval of Contractor's technical manual efforts.

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

#### USE OF POWER GRINDERS AND SAWS (NAVSEA) (SEP 1990)

(a) All portable pneumatic grinders or reciprocating saws that are to be used on reactor plant material or equipment or used within the reactor compartment shall be equipped with safety lock-off devices. In addition, the Contractor agrees that all portable pneumatic grinders or reciprocating saws that it purchases or acquires subsequent to the date of this contract, for use in performance of this contract in Naval workplace areas shall be equipped with safety lock-off devices.

(b) A "safety lock-off device" is any operating control which requires positive action by the operator before the tool can be turned on. The lock-off device shall automatically and positively lock the throttle in the off position when the throttle is released. Two consecutive operations by the same hand shall be required first to disengage the lock-off device and then to turn on the throttle. The lock-off device shall be integral with the tool, shall not adversely affect the safety or operating characteristics of the tool, and shall not be easily removable.

(c) Devices, such as a "dead man control" or "quick-disconnect", which do not automatically and positively lock the throttle in the off position when the throttle is released, are not safety lock-off devices.

#### USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

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

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

(1) The support contractor not disclose any information;

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

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

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

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

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

#### SS C-2-0010 NON SMOKING POLICY

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

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

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

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

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

SS C-2-0019 PAST PERFORMANCE ASSESSMENT (as modified) (JUL 2005)  
(Applicable to CPAF MSMO Contracts)

- (a) The contractor, in performing this Contract will be subject to a past performance assessment in accordance with FAR 42.15 and the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment will be conducted at six-month intervals, concurrent with the award fee evaluation periods. Assessments will include the same availabilities being evaluated for each award fee period.
- (b) Since communication and feedback regarding contractor performance are always encouraged, the Government may arrange a meeting or meetings with the contractor to discuss the contractor's performance during the evaluation period or prior to preparation of the CPAR assessment form. These pre-assessment discussions, if any, will typically focus on firm contract requirements and events, which are deemed to be critical during the evaluation period.
- (c) After the Award Fee Board meets, the Government will issue the CPAR report and provide a copy to the contractor. The contractor will have a 30 calendar day period in which to submit comments, rebutting statements or additional information back to the Government. Comments should be focused on the Government's narrative and provide factual views on causes and ramifications of the assessed performance. Contractor comments are limited to the amount of space given in Block 20 of the CPAR assessment form plus two additional 8-1/2 by 11 inch typewritten pages. In rare circumstances, such as a CPAR assessment containing an Unsatisfactory (red) rating, a third typewritten page may be added. All additional pages are considered part of the CPAR form itself. This page limit will be strictly enforced and extra pages will not be reviewed or included with the CPAR. Label all additional pages with the contractor's name, contract number, and period covered by the report. If the contractor elects not to provide comments, it should acknowledge receipt of the CPAR assessment form by signing, dating Block 23 of the form and returning it to the originating office. Contractors should transmit the CPAR form, with or without comments by certified mail or some other controlled method, clearly marked as "Source Selection Information." Should a contractor want to discuss its CPAR assessment prior to commenting, it must request such a meeting in writing, no later than 7 calendar days from the receipt of the CPAR assessment form. This meeting will be held during the contractor's (30) day review period.
- (d) If the contractor does not return the CPAR assessment form within the allotted 30 days, Block 22 of a retained copy will be annotated: "The report was delivered/received by the contractor on (dated). The contractor neither signed nor offered comment in response to this assessment." The Government will continue processing the CPAR assessment form.
- (e) After receipt of contractor rebuttal comments, the assessment will be sent to the reviewing official for review and signature. The reviewing official, for purposes of this clause, is the Fee Determining Official (FDO) specified in the award fee clause of this contract. The final CPAR assessment adjective ratings/colors will be the unilateral determination of the reviewing official. The assessment is considered complete when signed by the reviewing official. The assessment is unilateral and not subject to appeal beyond the review and comment procedures described above.
- (f) The contractor must protect the CPAR assessment form as *"For Official Use Only, Source Selection Information - See FAR 3.104"* at all times while it is in its possession. -Contractors must ensure that the CPAR form is never released to persons or entities outside the contractor's control and are prohibited from using or referring to CPAR data for advertising, promotional material, pre-award surveys, production readiness reviews, or other similar purposes
- (g) The chief executive officer, chief operating officer, or president of the corporate entity responsible for the operating unit for which the assessment was executed can request a copy of the completed assessment, in writing.

(h) The contractor will be assessed on the following elements:

TECHNICAL (QUALITY OF PRODUCT):

*PRODUCT PERFORMANCE*

The assessment of the Contractor's achieved product performance relative to performance parameters required by the contract; the following are examples of various elements, which could be evaluated:

- Contractor compliance with contract requirements; (i.e., performance in meeting technical requirements)
- Accuracy of the Contractor's reports and procedures such as condition reports, and process control procedures (PCPs)
- Impact on the availability and resources of the customer by contractor's actions or in-actions
- Contractor's responsiveness to technical direction, (not resulting in any change to the contract price or delivery date)
- Effectiveness of the Contractor recommended solutions
- Condition of the ship or vessel (whether the ship or vessel was materially ready to support ship's force when needed)
- Contractor's ability to evaluate problems and provide corrective actions
- Contractor's responsiveness to and control of technical details to ensure that configuration management is maintained
- Contractor's effectiveness of control of GFM/CFM through final disposition
- Contractor's technical effectiveness of selection and control of its subcontractors
- Quality of Contractor's repairs and alterations
- Adequacy of the Contractor's Quality Assurance Program.

SCHEDULE (TIMELINESS OF PERFORMANCE):

Assessing the timeliness of the Contractor against the completion of the contract, task orders, milestones, delivery schedules, administrative requirements, etc.; the following are examples of various schedule performance elements, which could be evaluated:

- Contractor's effectiveness in meeting scheduled dates and milestones
- Contractor's effectiveness of coordinating its work with ship's force, SWRMC, and AIT work items
- Contractor's responsiveness to contract changes and administrative requirements
- Contractor's meeting contract redelivery (including contract closeout, reporting responsibilities and contract administration)
- 
- Contractor's effectiveness in manpower and material utilization.
- Timeliness and efficiency of the contractor's scheduling system and production schedules

COST CONTROL:

An assessment of the Contractor's effectiveness in forecasting, managing, and controlling contract cost; the following are examples of various elements, which could be evaluated.

- Contractor's effectiveness in forecasting, managing and controlling contract cost.
- Whether the contractor experienced cost over-run or under-run, and percent relative to the negotiated budget
- Amount of rework or corrective work for which contractor will be reimbursed
- Contractor's use and accuracy of historical cost data or other supporting cost data
- Contractor's effectiveness and completeness of cost estimates and proposals
- Contractor's timeliness and completeness of Cost Funds Status Reports/Cost Schedule Status Reports
- Contractor's timeliness and completeness of Variance Analyses

#### MANAGEMENT:

##### *MANAGEMENT RESPONSIVENESS*

Assessment of the Contractor's management timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals (especially responses to undefinitized contract actions), the contractor's history of reasonable and cooperative behavior, effective business relations, and customer satisfaction. The following are examples of various management responsiveness elements, which could be evaluated:

- Contractor's effectiveness in managing the overall contract effort and coordinating with SWRMC and ship's force
  - Contractor's promptness and accuracy in problem notification
  - The degree of the contractor's reasonableness and cooperation
  - The degree of the contractor's proactive approach in contract performance
  - Completeness in identifying and correcting deficiencies (defined as CARs), and their cause/severity, in a timely manner, and effectiveness of contractor recommended solution(s) to prevent recurrence;
  - Contractor's effective and timely resolution of warranty items
  - Contractor's effective and timely compliance with environmental regulations and requirements.
  - Contractor's effectiveness in their management of quality assurance and test organization.
- Proactive work ethics (e.g. teamwork, cooperation, professionalism and commitment to total project success) are essential characteristics in the path to each completion milestone.
  - The ability of the contractor to accept and accomplish growth work without impacting the schedule is also essential.
  - Application of lessons learned to future efforts as well as the submittal of effective management and value engineering changes

##### *SUBCONTRACT MANAGEMENT*

Assessment of the Contractor's success with timely award and management of subcontracts, including whether the contractor met small/small disadvantaged and women-owned business participation goals. This element does not apply if there is no work being subcontracted. The following are examples of various subcontract management elements, which could be evaluated:

- Effectiveness of subcontractor control and purchasing;

- Timeliness and completeness of subcontract consent requests
- Percent of subcontract ratification requests vice consent requests
- Contractor's effectiveness in the management of quality and performance of first tier subcontractors
- Contractor's ability to manage subcontractor and prime contractor schedules to include base work, growth work, and new work

The following adjectival ratings and criteria shall be used when assessing all past performance elements:

**Dark Blue (Exceptional).** Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

**Purple (Very Good).** Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

**Green (Satisfactory).** Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

**Yellow (Marginal).** Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

**Red (Unsatisfactory).** Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

#### SS C-2-0023 POST-AWARD SUBMISSION

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

#### SS C-2-0024 CITIZENSHIP REQUIREMENTS

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

Prospective offerors shall refer all questions pertaining to the above to SWRMC Security Manager Bob Sablan (619-556-2820).

#### SS C-2-0025 ADDITIONAL DEFINITIONS

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

Wherever SUPERVISOR OF SHIPBUILDING, C&R, USN, or the SUPERVISOR is used in this solicitation/award, all attachments and documents incorporated by reference, it also means SOUTHWEST REGIONAL MAINTENANCE CENTER, SWRMC.

**SS C-2-0027 USE/POSSESSION OF PERSONAL ELECTRONIC DEVICES (PED'S)**

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

PED's include:

- mobile computing devices such as personal digital assistants (PDA's);
- hand-held or laptop computers;
- mobile telephone devices such as data-enabled cellular telephones;
- two-way pagers, including those with e-mail capability;
- analog and digital sound recorders; and
- digital cameras, including cellular phones with digital imaging capabilities.

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

**SS L-2-0008 WORK AT A GOVERNMENT INSTALLATION**

If the Schedule requires work to be performed aboard ship while located at a Government installation, Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions, including security requirements that may affect the cost of performing the work, in the event such information is reasonably obtainable. In no event will the failure to inspect the site constitute grounds for a claim after award of the job order/contract.

Section D - Packaging and Marking

D-1 UNCLASSIFIED DATA

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

D-2 CLASSIFIED DATA

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.

D-3 PROVISIONED ITEM ORDER

Item(s) 0003 - The supplies furnished hereunder shall be cleaned, preserved, packaged, packed and marked in accordance with the instructions provided by the Contracting Officer, Provisioning Activity, or ACO. When not otherwise specified, spare and repair parts shall be packaged to ensure protection against corrosion, deterioration, physical, and electrical damage during shipment from the Contractor to the point of delivery.

D-4 MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

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

\_\_\_\_\_

(Name of Individual Sponsor)

\_\_\_\_\_

(Name of Requiring Activity)

\_\_\_\_\_

(City and State)

## Section E - Inspection and Acceptance

E-1 The Contractor's performance and the quality of the completed work shall be subject to inspection, review and final acceptance by the appropriate RMC or his duly authorized representative.

E-2 Failure of any contractually required document to conform to any of the applicable requirements of this Contract will result in the rejection of the non-conforming document. Non-conforming engineering drawings documents shall be re-examined after correction of all discrepancies. The contractor shall identify the deficiencies corrected and the action taken to prevent recurrence.

E-3 **INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (SEP 1990)**  
Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

E-4 The Inspection System which the Contractor is required to maintain, as provided in paragraph (b) of the clause entitled "Inspection of Supplies-Cost Reimbursement", shall be in accordance with Military Specification MIL-I-45208 in effect on the date of this Contract and NAVSEA Standard Item 009-04 in effect on the date of this Contract unless otherwise specified.

E-5 In accordance with paragraph (b) of the clause entitled "Inspection of Supplies-Cost Reimbursement", the Contractor shall make his records of all inspection work available to the Government for a period of six (6) months after completion of all work called for in the Contract.

### E-6 PROVISIONED ITEM ORDERS

Item(s) 0003 - Inspection and acceptance of parts ordered hereunder shall be as established in each PIO. Unless otherwise stated in the PIO, parts shall be inspected and accepted at source by a representative of the Contract Administration Office.

### E-7 PROVISIONING TECHNICAL DOCUMENTATION

Item(s) 0005 - The Government may accept, conditionally accept, or reject the Provisioning Technical Documentation (PTD) within sixty days after its delivery, or as specified on the applicable CDRL(s). A notice of conditional acceptance shall state any corrective action required by the Contractor. If PTD is rejected, the Contractor may be required, at the option of the Government, to correct any or all of the PTD. The Contractor shall at no additional cost to the Government make any necessary changes, modifications or corrections to the PTD. The Government shall take action on the corrected PTD within the time limit specified above. Government action under this requirement shall not affect or limit any other rights it may have under this contract.

**E-8 ADDITIONAL PROVISIONS RELATING TO CORRECTION OF DEFECTS (NAVSEA) (OCT 1990)**

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

**CLAUSES INCORPORATED BY REFERENCE**

52.246-3

Inspection Of Supplies Cost-Reimbursement

MAY 2001

Section F - Deliveries or Performance

F-1 PLACE OF PERFORMANCE

Work on all vessels under this contract shall be performed in the ships homeport and visiting (San Diego, California) at the contractors facility identified below or as the ACO shall direct:

\_\_\_\_\_  
 (Name of Facility)

\_\_\_\_\_  
 (Street Address)

\_\_\_\_\_  
 (City, State, Zip Code)

F-2 PERIOD OF PERFORMANCE

<b>ITEM</b>		<b>PERIOD OF PERFORMANCE</b>
FY 07		
0001		Effective date of contract through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0002		See Section C.
0003		See Section C.
0004		Data Requirements (NAVSEA) (Sep 1992) For Items 0001, 0002. And (If Exercised) Option Items 0006 THROUGH 0051 (See Exhibit A – CDRLs Attached)
0005		Provisioning Technical Documentation (PTD) – (NAVSEA) (Feb 1994) For Items 0001, 0002. And (If Exercised) Option Items 0006 THROUGH 0051 (See Exhibit B – CDRLs Attached)
0007	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0008	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
FY 08		
0009	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0010	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0011	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0012	(Option)	Effective date of option exercise through completion of Dry-Docking CNO Scheduled Availability requirements.

<b>ITEM</b>		<b>PERIOD OF PERFORMANCE</b>
0013	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0014	(Option)	Effective date of option exercise through completion of Dry-Docking CNO Scheduled Availability requirements.
0015	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.

<b>ITEM</b>		<b>PERIOD OF PERFORMANCE</b>
FY 09		
0016	(Option)	Effective date of option exercise through completion of Dry-Docking CNO Scheduled Availability requirements.
0017	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0018	(Option)	Effective date of option exercise through completion of Dry-Docking CNO Scheduled Availability requirements.
0019	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0020	(Option)	Effective date of option exercise through completion of Dry-Docking CNO Scheduled Availability requirements.
0021	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0022	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
FY 10		
0023	(Option)	Effective date of option exercise through completion of Dry-Docking CNO Scheduled Availability requirements.
0024	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0025	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0026	(Option)	Effective date of option exercise through completion of Dry-Docking CNO Scheduled Availability requirements.
0027	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0028	(Option)	Effective date of option exercise through completion of Dry-Docking CNO Scheduled Availability requirements.
FY 11		
0029	(Option)	Effective date of option exercise through completion of Dry-Docking CNO Scheduled Availability requirements.
0030	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0031	(Option)	Effective date of option exercise through completion of Dry-Docking CNO Scheduled Availability requirements.
0032	(Option)	Effective date of option exercise through completion of Non Dry-Docking

<b>ITEM</b>		<b>PERIOD OF PERFORMANCE</b>
		CNO Scheduled Availability requirements.
0033	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0034	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
FY 12		
0035	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirement
0036	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0037	(Option)	Effective date of option exercise through completion of Dry-Docking CNO Scheduled Availability requirements.
0038	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
FY 13		
0039	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
FY07-FY13		
0040	(Option)	Effective date of option exercise through completion of Dry-Docking CNO Scheduled Availability requirements.
0041	(Option)	Effective date of option exercise through completion of Dry-Docking CNO Scheduled Availability requirements.
0042	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0043	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0044	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0045	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0046	(Option)	Effective date of option exercise through completion of Dry-Docking CNO Scheduled Availability requirements.
0047	(Option)	Effective date of option exercise through completion of Dry-Docking CNO Scheduled Availability requirements.
0048	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0049	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0050	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0051	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.

**F- 3 DELIVERY/REDELIVERY SCHEDULE FOR THE VESSELS**

The following have been modified:

The Government agrees to deliver the vessels to the Contractor at the Contractor's plant on or about the following "Start Dates." The Contractor agrees to redeliver the vessels no later than the following "Completion Dates." These dates are subject to change. The on or about "start dates for option exercise will be provided if/when option is exercised.

<u>SHIP</u>	<u>HULL</u>	<u>CNO SCHEDULED AVAIL TYPE</u>	<u>AVAILABILITY DATES</u>		<u>FY</u>	<u>CLIN</u>
			<u>START</u>	<u>COMPLETION</u>		
GARY	FFG 51	Non Dry-Docking	*	*	08	0009
RENTZ	FFG 46	Non Dry-Docking	*	*	08	0010
JARRETT	FFG 33	Non Dry-Docking	*	*	08	0011
MCCLUSKY	FFG 41	Dry-Docking	*	*	09	0016
VANDEGRIFT	FFG 48	Non Dry-Docking	*	*	09	0017
THACH	FFG 43	Dry-Docking	*	*	09	0018
CURTS	FFG 38	Non Dry-Docking	*	*	09	0019
GARY	FFG 51	Dry-Docking	*	*	10	0023
RENTZ	FFG 46	Non Dry-Docking	*	*	10	0024
JARRETT	FFG 33	Non Dry-Docking	*	*	10	0025
VANDEGRIFT	FFG 48	Dry-Docking	*	*	11	0029
MCCLUSKY	FFG 41	Non Dry-Docking	*	*	11	0030
CURTS	FFG 38	Dry-Docking	*	*	11	0031
THACH	FFG 43	Non Dry-Docking	*	*	12	0036
RENTZ	FFG 46	Non Dry-Docking	*	*	12	0037
GARY	FFG 51	Non Dry-Docking	*	*	12	0038
VANDEGRIFT	FFG 48	Non Dry-Docking	*	*	13	0039

\* To receive a copy of the scheduled availability dates, the Contractor should submit a request via email to [Maya.Edmondson@navy.mil](mailto:Maya.Edmondson@navy.mil).

**F-4 DELIVERY SCHEDULE FOR NON-SCHEDULED REPAIRS AND ALTERATION REQUIREMENTS OF FFG 7 CLASS SHIPS HOMEPORTED AND/OR VISITING THE SAN DIEGO CA HOMEPORT AREA BETWEEN CNO SCHEDULED AVAILABILITIES**

In cases where orders are placed by bilateral modification, delivery shall be effected in accordance with the delivery schedule established in the bilateral modification. For continuous maintenance periods including emergent type work and interim availabilities, work may be performed at either the Contractor's or Government facility as determined by the ACO. From time to time the contractor may be required to provide non-scheduled repair support to ships at remote locations. This work shall be accomplished per the direction of the ACO and the requirements of this contract.

In cases where orders are placed by unilateral modification, deliveries shall be effected in accordance with the delivery schedule proposed by the Administrative Contracting Officer (ACO) in each unilateral modification, unless the Contractor, within thirty (30) days of the receipt of the unilateral modification, notifies the ACO that the proposed delivery schedule is not acceptable. In the latter case, the Contractor shall propose an alternate delivery

schedule, which shall be the subject of negotiation prior to its inclusion in the bilateral modification expressing the order for the supplies.

Ships of the FFG 7 Class included in this item that will be homeported in San Diego, CA during all or part of this contract are:

<b>FFG 7 Class</b>
USS JARRETT (FFG 33)
USS CURTS (FFG 38)
USS MCCLUSKY (FFG 41)
USS THACH (FFG 43)
USS RENTZ (FFG 46)
USS VANDEGRIFT (FFG 48)
USS GARY (FFG 51)

#### F-5 DELIVERY SCHEDULE FOR PROVISIONED ITEM ORDER (PIO) (ITEM 0003)

In cases where orders are placed by bilateral modification, delivery shall be effected in accordance with the delivery schedule established in the bilateral modification.

In cases where orders are placed by unilateral modification, deliveries shall be effected in accordance with delivery schedule proposed by the Administrative Contracting Officer (ACO) in each unilateral modification, unless the Contractor, within thirty (30) days of the receipt of the unilateral modification, notifies the ACO that the proposed delivery schedule is not acceptable. In the latter case, the Contractor shall propose an alternate delivery schedule, which shall be the subject of negotiation prior to its inclusion in the bilateral modification expressing the order for the supplies.

Unless otherwise expressed in the unilateral or bilateral modification, the supplies shall be delivered F.O.B. carrier's freight station at or near the Contractor's plant, and shipment shall be on Government Bills of Lading.

#### F-6 DELIVERY SCHEDULE FOR DATA (ITEM 0004)

The data provided by the Contractor under Item 0004 shall be delivered as specified on the Contract Data Requirements List, DD Form 1423, Exhibit A hereto.

#### F-7 DELIVERY SCHEDULE FOR PROVISIONING TECHNICAL DOCUMENTATION (ITEM 0005)

The Provisioning Technical Documentation provided by the Contractor under Item 0005 shall be delivered as specified in the Contract Data Requirements List, DD Form 1423, Exhibit B hereto.

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-65	F.O.B. Origin, Prepaid Freight--Small Package Shipments	JAN 1991

## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA



## (a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (Oct. 2003), is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(b) 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.

PURCHASING OFFICE  
REPRESENTATIVE:

COMMANDER  
ATTN: CDR Robert Kilpatrick  
NAVAL SEA SYSTEMS COMMAND  
1333 ISAAC HULL AVENUE SE STOP 2030  
WASHINGTON NAVY YARD DC 20376 2030  
Telephone No. 202/781-4843  
Fax No. 202/781-4637  
Email Address: Robert.Kilpatrick@navy.mil

CLAUSES INCORPORATED BY FULL TEXT

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (NAVSEA)  
(APR 2004)

(a) This contract is funded by multiple accounting classification citations referred to as accounting classification reference numbers (ACRNs). Contract line item numbers (CLINs) are further broken down into sub line item numbers (SLINs) in Section B and on the financial accounting data sheet (FADS).

(b) Invoicing Instructions: The contractor is required to invoice by CLIN/SLIN and ACRN. Invoices should not reference both the CLIN and SLIN. If the SLINs are shown on the FAD sheet and ACRNs and dollar amounts have been identified for them, then only the SLIN is required not the CLIN. The ACRN is always required. The amounts invoiced for each ACRN cannot exceed that authorized for each CLIN/SLIN as identified on the FAD sheet.

(c) Payment Instructions: Pay according to the CLIN/SLIN/ACRN cited on the invoice or progress payment. Each ACRN assigned to the specific CLIN/SLIN should be charged in the amount assigned to each CLIN/SLIN as identified on the FAD sheet as long as the amount does not exceed that authorized for the assigned ACRN, CLIN or SLIN. In the event the invoice or progress payment has not identified specific amounts to be paid from each ACRN, payment for each ACRN shall be prorated across all ACRNs assigned to that CLIN/SLIN on the invoice or progress payment.

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

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

## (a) GENERAL

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

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

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

## (b) IDENTIFICATION OF HAZARDOUS WASTES

Specification item 077-01-001 of this contract identifies the types and amounts of hazardous wastes that are required to be removed by the Contractor, or that are expected to be generated, during the performance of work under this contract.

## (c) GENERATOR IDENTIFICATION NUMBERS

(1) Documentation related to hazardous waste generated solely by the physical actions of ship's force or Navy employees on board the vessel shall only bear a generator identification number issued to the Navy pursuant to applicable law.

(2) Documentation related to hazardous waste generated solely by the physical actions of Contractor personnel shall only bear a generator identification number issued to the Contractor pursuant to applicable law. Regardless of the presence of other materials in or on the shipboard systems or structures which may have qualified a waste stream as hazardous, where the Contractor performs work on a system or structure using materials (whether or not the use of such materials was specified by the Navy) which by themselves would cause the waste from such work to be a hazardous waste, documentation related to such waste shall only bear a generator identification number issued to the Contractor.

(3) Documentation related to hazardous waste generated by the combined physical actions of Navy and Contractor personnel shall bear a generator identification number issued to the Contractor pursuant to applicable law and shall also cite in the remarks block a generator identification number issued to the Navy pursuant to applicable law.

(4) Notwithstanding paragraphs (c)(1) - (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) the Contractor merely drains a system and such drainage creates hazardous waste or (b) the Contractor performs work on a system or structure using materials which by themselves would not cause the waste from such work to be hazardous waste but such work nonetheless creates a hazardous waste. Documentation related to such co-generated waste shall bear a generator identification number in accordance with the provisions of paragraph (c)(3) above.

(5) In the event of a failure by the parties to agree to the assignment of a generator identification number to any hazardous waste as set forth in paragraphs (c)(1) through (c)(4) above, the Government may direct which party or parties shall provide generator identification numbers for the waste and such number(s) shall be used on all required documentation. Any disagreement with this direction shall be a dispute within the meaning of clause of this contract entitled "DISPUTES" (FAR 52.233-1). However, the Contractor shall not stop any work but shall continue with performance of all work under this contract as specified in the "DISPUTES" clause.

(6) Hazardous Waste Manifests For wastes described in (c)(2), (c)(3), and (c)(4) above (and (c)(5) as applicable), the Contractor shall sign the generator certification on the Uniform Hazardous Waste Manifest whenever use of the Manifest is required for disposal. The Contractor shall obtain concurrence with the categorization of wastes under paragraphs (c)(3) and (c)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (c)(1) above shall be presented to the SWRMC for completion after the hazardous waste has been identified.

(7) For purposes of paragraphs (c)(2) and (3) herein, if the Contractor, while performing work at a Government facility, cannot obtain a separate generator identification number from the State in which the availability will be performed, the Contractor shall notify SWRMC within 3 business days of receipt of written notification by the State. After obtaining SWRMC approval, the Contractor shall use the Navy site generator identification number and insert in the remarks block the contractor generator identification number issued for the site where his main facilities are located. For purposes of paragraph (c)(1) herein, if the work is being performed at a contractor facility and the Government cannot obtain a separate generator identification number for the State, the Government shall use the Contractor site generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, the Contractor shall prepare the Uniform Hazardous Waste Manifest described in paragraph (c)(6) above and present it to SWRMC for completion.

#### NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

- (a) DEPARTMENT means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (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.

#### NAVSEA 5252.217-9107 GROWTH AND NEW WORK (SEP 1990)

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

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

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

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

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

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

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

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

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

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

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

#### 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.

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

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

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

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

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

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

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

- (ii) Area(s) aboard the vessel where disruption occurred, or will occur;
  - (iii) Trade(s) disrupted, with a breakdown of manhours for each trade;
  - (iv) Scheduling of trades before, during, and after period of disruption;
  - (v) Description of measures taken to lessen the disruptive effect of the change;
- (6) Delay in delivery attributable solely to the change;
- (7) Other work attributable to the change;

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

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

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

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

#### 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.

## NAVSEA 5252.243-9105 NOTIFICATION OF CHANGES (CT) (JAN 1983)

(a) Definitions. As used in this requirement, the term "Contracting Officer" does not include any representative of the Contracting Officer whether or not such representative is acting within the scope of his authority nor does it include any other individuals or activities that in any way communicate with the Contractor. As used in this requirement, the term "conduct" includes both actions and failures to act, and includes the furnishing of, or the failure to furnish, any item under any requirement of this contract.

(b) Notice. The primary purpose of this requirement is to obtain prompt reporting of any conduct which the Contractor considers would constitute or would require a change to this contract. The parties acknowledge that proper administration of this contract requires that potential changes be identified and resolved as they arise. Therefore, except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer of any conduct which the Contractor considers would constitute or would require a change to this contract. Such notice shall be provided promptly, and in any event within thirty (30) calendar days from the date the Contractor identifies any such conduct. The Notice shall be written and shall state, on the basis of the most accurate information available to the Contractor:

- (i) The date, nature, and circumstances of the conduct regarded as a change;
- (ii) The name, function, and activity of the individuals directly involved in or knowledgeable about such conduct;
- (iii) The identification of any documents and the substance of any oral communication involved in such conduct;
- (iv) The particular elements of contract performance for which the Contractor might seek an equitable adjustment under this requirement, including:
  - (1) What ship(s) have been or might be affected by the potential change;
  - (2) To the extent practicable, labor or materials or both which have been or might be added, deleted, or wasted by the potential change;
  - (3) To the extent practicable, the Contractor's preliminary order of magnitude estimate of cost and schedule effect of the potential change; and
  - (4) What and in what manner are the particular technical requirements or contract requirements regarded as changed.

(c) Continued Performance. Except as provided in paragraph (f) below, following submission of notice, the Contractor shall take no action to implement a potential change until advised by the Contracting Officer in writing as provided in (d) below, unless the potential change was previously directed by the Contracting Officer, in which case the Contractor shall conform therewith. Nothing in this paragraph (c) shall excuse the Contractor from proceeding with contract work other than implementation of the potential change or from proceeding in accordance with directions issued by the Contracting Officer.

(d) Government Response. The Contracting Officer shall promptly, and in any event within twenty one (21) calendar days after receipt of Notice, respond thereto in writing. In such response, the Contracting Officer shall either:

- (i) Confirm that the conduct of which the Contractor gave notice would constitute a change, and when necessary, direct the mode of further performance, or;
- (ii) Countermand any conduct regarded by the Contractor as a change, or;

(iii) Deny that the conduct of which the Contractor gave notice would constitute a change and, when necessary, direct the mode of further performance, or;

(iv) In the event the Contractor's notice information is inadequate to make a decision under (i), (ii) or (iii) above, advise the Contractor what additional information is required. Failure of the Government to respond within the time required above shall be deemed a countermand under (d)(ii).

(e) Equitable Adjustments. Equitable adjustments for changes confirmed or countermanded by the Contracting Officer shall be made in accordance with the clause of this contract entitled "CHANGES", or any other requirement of this contract which provides for an equitable adjustment.

(f) Special Procedures. Paragraph (c) provides that the Contractor is to take no action to implement a potential change pending the Contracting Officer's response to the Contractor's notice of the potential change, except where specifically directed by the Contracting Officer. In special situations, however, where

(1) The circumstances do not allow sufficient time to notify the Contracting Officer of the facts prior to the need to proceed with the work, and;

(2) The work must proceed to avoid hazards to personnel or property or to avoid additional cost to the Government, the Contractor may proceed with work in accordance with the potential change. In such special situations, the Contractor shall advise the Contracting Officer in writing within ten (10) days of the conduct giving rise to the potential change that the Contractor has proceeded and shall describe the nature of the special situation which required proceeding prior to notification. Within thirty (30) calendar days of the conduct giving rise to the potential change, the Contractor shall provide notice as required in (b) above. The Contracting Officer shall respond as set forth in (d) above. If the Contracting Officer determines that the conduct constitutes a change and countermands it, the Contractor shall be entitled to an equitable adjustment for performance in accordance with that change prior to the countermand including performance resulting from the countermand.

(g) When the Contractor identifies any conduct which may result in delay to delivery of the ship(s), the Contractor shall promptly so inform the Contracting Officer thereof prior to providing the notice required by paragraph (b) above.

(h) Despite good faith best efforts, occasions may arise in which the Contractor does not provide notice within the time periods specified in paragraphs (b) and (f) above. Accordingly, prior to the end of the first and third quarters of each calendar year through the period of performance of this contract, beginning with the quarter of \_\_\_\_\_, the Contractor shall deliver to the Government an executed bilateral contract modification, in the format set forth in Exhibit "A" to this requirement, covering the six month period of time ending with the second and fourth quarters, respectively, of the preceding year, with such specific exceptions, if any, as are identified by the Contractor. If the Contractor cites specific exceptions to the release, the Contractor shall concurrently provide the Contracting Officer with notice, containing the information set forth in paragraph (b) of this requirement, for each item excepted from the release. However, the release required by this requirement shall not make unallowable any costs which are otherwise allowable under any other requirement of this contract.

Within sixty (60) days of receipt of the release, the Contracting Officer shall sign and return a copy of the release to the Contractor. If the Contracting Officer fails to execute and return the release within the required time, then the release shall be deemed to be void and of no effect for the period involved.

(i) If the release in accordance with paragraph (h) above is not provided to the Government by the Contractor in the time required, the Contracting Officer may execute the release as set forth in Exhibit "A" and send it to the Contractor. If the Contractor fails to execute the release and return it to the Government (with any specific exceptions) within sixty (60) days of receipt thereof, the required release shall then be deemed effective as if signed by the Contractor.

Exhibit A to the Requirement entitled "NOTIFICATION OF CHANGES"

This modification reflects the agreement of the parties to the mutual full and final releases for the consequences of that conduct (as conduct is defined in the requirement entitled "NOTIFICATION OF CHANGES"), described below, except the conduct identified in Attachment A hereto is excluded and not covered by the terms of this release.

1. Except for the conduct listed in Attachment A by either party, neither the Contractor nor the Government shall be entitled to any equitable adjustment or to money damages and/or other relief for any conduct, as specified below.

2. In consideration of the foregoing the parties hereby agree to the following release:

a. The Government, for itself, its assigns, vendors, suppliers, and contractors, hereby remises, releases, and forever discharges the Contractor, its officers, agents and employees from any and all entitlement of the Government to equitable adjustment of the contract cost and fee and delivery schedule due to conduct under this contract, which occurred on or before .

b. The Contractor, for itself, its successors, assigns, vendors, suppliers, and subcontractors, hereby remises, releases and forever discharges the Government, its officers, agents and employees from (i) any and all entitlement of the Contractor to equitable adjustment of the contract cost and fee and/or delivery schedule of this contract or of any other Government contract (with this or any other Contractor) or any contract between the Contractor and any third party by reason of any conduct which increases the Contractor's cost or time of performance of work under this contract and meets the following conditions (1) known to the Contractor, (2) occurred on or before and (3) the Contractor failed to give notice prior to date of this release, and (ii) any and all liabilities to the Contractor for money damages and/or other relief for the impact of any such conduct, upon this contract or any other Government contract (with this or any other Contractor) or any contract between the Contractor and any third party.

NAVSEA 5252.243 9113 OTHER CHANGE PROPOSALS (CT) (JAN 1990)

(a) The Contracting Officer, in addition to proposing engineering changes pursuant to other requirements of this contract, and in addition to issuing changes pursuant to the clause of this contract entitled "CHANGES", may propose other changes within the general scope of this contract as set forth below. Within forty five (45) days from the date of receipt of any such proposed change, or within such further time as the Contracting Officer may allow, the Contractor shall submit the proposed scope of work, plans and sketches, and its estimate of: (A) the cost, (B) the weight and moment effect, (C) effect on delivery dates of the vessel(s), and (D) status of work on the vessels affected by the proposed change. The proposed scope of work and estimate of cost shall be in such form and supported by such reasonably detailed information as the Contracting Officer may require. Within sixty (60) days from the date of receipt of the Contractor's estimate, the Contractor agrees to either (A) enter into a supplemental agreement covering the estimate as submitted, or (B) if the estimate as submitted is not satisfactory to the Contracting Officer, enter into negotiations in good faith leading to the execution of a bilateral supplemental agreement. In either case, the supplemental agreement shall cover an equitable adjustment in the contract cost and fee 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 cost and fee 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 cost and fee shall be a dispute within the meaning of the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

#### NAVSEA 5252.247-9110 TUG AND PILOT SERVICES (SEP 1990)

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

#### NAVSEA 5252.249-9105 AWARD FEE DETERMINATION IN EVENT OF TERMINATION OR DISCONTINUANCE (CA) (JAN 1990)

In the event that this contract is terminated in whole or pursuant to the contract clause entitled "TERMINATION (COST-REIMBURSEMENT)" (FAR 52.249-6) or in the event this contract is discontinued pursuant to the contract clause entitled "LIMITATION OF COST" (FAR 52.232-20), the last award fee period shall end with the effective date of such termination or discontinuance. In either of such events, the amount of award fee, if any, determined to be otherwise payable shall be adjusted or prorated to reflect the difference, if any, in award fee periods resulting from termination or discontinuance.

#### **SMALL BUSINESS SUBCONTRACTING REQUIREMENT**

For the purposes of this provision, the small business subcontracting requirement is that the prime contractor subcontract to small businesses, either directly or indirectly, over the course of all scheduled availabilities and inter-availability work completed within an Award Fee Evaluation Period (defined in Section B of this solicitation, "Award Fee Clause") to the extent that small business subcontracting averages forty percent (40%) of direct costs related to production work for CLINs associated with scheduled availabilities and inter-availability work (i.e. Continuous Maintenance and Emergent Maintenance) completed within the evaluation period, minus the cost of any directed subcontracts and execution planning efforts, not including indirect costs. The forty percent (40%) subcontracting requirement may be met at any subcontracting tier. However, the Government will NOT permit the "tiering" of profit or fee on any large or small business subcontract. The Government will NOT permit any "profit-on-profit" or "fee-on-fee" on any subcontract held by a large or small business. Prime contractors shall NOT include fee from any large or small business subcontractor, including but not limited to Government directed large or small business subcontractors, Original Equipment Manufacturers (OEMs), and Tech Reps in their fee bearing costs. The only exception to this requirement is a large or small business subcontractor awarded a fixed price contract in a competitive environment where cost and pricing data was not available.

The Offeror must accomplish the 40% small business subcontracting requirement using at least two or more small businesses for EACH CNO scheduled availability.

A small business Offeror is not exempt from this requirement because of its status as a small business.

Offerors are encouraged to subcontract with small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, historically black colleges and universities and minority institutions, and HUB-Zone small businesses. The Offerors should also strive to meet the 40% small business subcontracting requirement using the aforementioned categories of small businesses to the greatest extent possible for EACH CNO scheduled availability.

The extent to which the contractor does or does not meet, or exceeds, the requirements of this provision during actual contract performance, as documented by compliance reports submitted by the Contractor in accordance with Contract Data Requirements List (CDRL) (#A001) will be evaluated for award fee purposes. The use of two or more small businesses, in the aforementioned categories of small businesses will be a consideration for award fee purposes.

The failure of the Contractor to comply in good faith with this clause shall be considered a material breach of the contract.

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

NOTE: Purchase orders to a subcontractor for work, which has not been performed, or for equipment ordered but not received within an award fee evaluation period, will not be considered for the purpose of meeting the requirements of this clause. "Open commitments " (e.g., material/equipment ordered but not received, services ordered but not performed) will not be considered during an award fee period just because a purchase order was issued. Material/equipment or services will only be considered once the equipment/material is actually received or the work is actually performed during an Award Fee Evaluation Period.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

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 or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.216-7	Allowable Cost And Payment	DEC 2002
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Jul 2005) Alternate II	OCT 2001
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special 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 Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
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
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
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
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.227-13	Patent Rights--Acquisition By The Government	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) 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
252.215-7002	Cost Estimating System Requirements	OCT 1998
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 On 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
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7014 Alt I	Preference For Domestic Specialty Metals (Jun 2005) - Alternate I	APR 2003
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.225-7019	Restriction on Acquisition of Foreign Anchor and Mooring Chain	JUN 2005
252.225-7022	Restriction On Acquisition Of Polyacrylonitile (PAN) Carbon Fiber	JUN 2005
252.225-7025	Restriction on Acquisition of Forgings	JUL 2006
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	APR 2003
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
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.242-7003	Application For U.S. Government Shipping Documentation/Instructions	DEC 1991
252.242-7004	Material Management And Accounting System	NOV 2005
252.242-7005	Cost/Schedule Status Report	MAR 2005
252.243-7002	Requests for Equitable Adjustment	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
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 1996
252.251-7000	Ordering From Government Supply Sources	NOV 2004

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify

the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

#### 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (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-priced 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.

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.

(End of clause)

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

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

<u>ITEM</u>	<u>LATEST OPTION EXERCISE DATE</u>
0007	9/30/2007
0008	9/30/2007
0009	1/8/2008
0010	3/18/2008
0011	6/24/2008

0012	9/30/2008
0013	9/30/2008
0014	9/30/2008
0015	9/30/2008
0016	10/14/2008
0017	10/14/2008
0018	7/14/2009
0019	7/21/2009
0020	9/30/2009
0021	9/30/2009
0022	9/30/2009
0023	1/12/2010
0024	3/16/2010
0025	6/29/2010
0026	9/30/2010
0027	9/30/2010
0028	9/30/2010
0029	10/12/2010
0030	1/11/2011
0031	7/19/2011
0032	9/30/2011
0033	9/30/2011
0034	9/30/2011
0035	9/30/2011
0036	10/11/2011
0037	3/13/2012
0038	3/13/2012
0039	10/9/2012
0040	9/30/2012
0041	9/30/2012
0042	9/30/2012
0043	9/30/2012
0044	9/30/2012
0045	9/30/2012
0046	9/30/2012
0047	9/30/2012
0048	9/30/2012
0049	9/30/2012
0050	9/30/2012
0051	9/30/2012

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52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

#### 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

#### 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero (0) dollars or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection,

transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

#### 52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME  
COMPENSATION. (JUL 2005)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2006)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

(1) Canada, and the anticipated value of the acquisition is \$25,000 or more;

(2) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(3) Mexico, and the anticipated value of the acquisition is \$64,786 or more; or

(4) Aruba, Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or the United Kingdom and the anticipated value of the acquisition is \$193,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 2.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies. (1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

#### 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 30\* days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

\* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

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

(a) Definitions.

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

"Title III project contractor" means a contractor that has received assistance for the development or manufacture of

an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

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

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

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

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

(End of clause)

52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

(a) The Contractor shall--

(1) Certify any proposal to establish or modify final indirect cost rates;

(2) Use the format in paragraph (c) of this clause to certify; and

(3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

(b) ) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.

(c) The certificate of final indirect costs shall read as follows:

CERTIFICATE OF FINAL INDIRECT COSTS

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief: 1. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and 2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm:-----

Signature:-----

Name of Certifying Official:-----

Title:-----

Date of Execution:-----

(End of clause)

#### 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

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

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

interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

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

(2) Countermand any communication regarded as a change;

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

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

(e) Equitable adjustments.

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

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

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

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

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

#### 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) of 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 a contract 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:

(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) of 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.
- (k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006)

(a) Definitions.

"Commercial item", has the meaning contained in 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) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$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 as 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 (FEB 2006) (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.

(End of clause)

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

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

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

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

NAPS 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.

(End of clause)

## 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>.

(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:

Contract line, subline, or exhibit line item No.	Item description:
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(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----  
--.

(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.

(End of clause)

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.dcms.mil/20/guidebook\\_process.htm](http://guidebook.dcms.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 Contract 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.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

252.247-7023

Transportation of Supplies by Sea

MAY 2002

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

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

Exhibits A and B - Contract Data Requirements List(s), DD Form 1423

Attachment J-1 – FFG 7 Notional Work Item Specification Package

Attachment J-2 - Contract Security Classification Specification, DD Form 254;

Attachment J-3 - Financial Accounting Data Sheet (s)

Attachment J-4 - Small and Small Disadvantaged Business Subcontracting Plan,

Attachment J-5 - Provisioning Requirements Introduction

Attachment J-6 - Provisioning Statement of Work

Attachment J-7 - Logistics Management Information (LMI) Worksheets

Attachment J-8 - Data Item Descriptions (DIDs)

Attachment J-9 – Information to Offerors or Quoters