

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A3	PAGE OF PAGES 1   149
2. CONTRACT NO. N00024-09-C-2240		3. SOLICITATION NO. N00024-08-R-2211	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 23 May 2008	6. REQUISITION/PURCHASE NO. N0002408NR57002	
7. ISSUED BY NAVAL SEA SYSTEMS COMMAND STOP 2040 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2040			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 Block 8 until 12:00 AM local time 18 Feb 2009  
(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 BRIAN M. BENEDICT	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (202) 781-3229	C. E-MAIL ADDRESS brian.benedict1@navy.mil
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### OFFER (Must be fully completed by offeror)


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

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

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

15A. NAME AND ADDRESS OF OFFEROR OCEANEERING INTERNATIONAL, INC. 700 ROSEMONT AVE CHESAPEAKE VA 23324-1134		CODE 4J950	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code) 575-545-2200		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	
				18. OFFER DATE	

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT \$14,095,184.00		21. ACCOUNTING AND APPROPRIATION See Schedule	
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 (4 copies unless otherwise specified)		ITEM Block 24	
24. ADMINISTERED BY (If other than Item 7) MID-ATLANTIC REGIONAL MAINTENANCE CENTER 9170 SECOND STREET SUITE 120 NORFOLK VA 23511-2393		CODE N40025	25. PAYMENT WILL BE MADE BY DFAS COLUMBUS (HQ0251) 3990 E. BROAD STREET BLDG. 21 COLUMBUS OH 43213		CODE HQ0251
26. NAME OF CONTRACTING OFFICER (Type or print) RICHARD D. BRAENDEL II TEL: 202-781-0481 EMAIL: richard.braendel@navy.mil		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE 26-May-2009	

**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	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY08 SLEP Availability of LCAC 41				\$0.00

FFP

FY08 Service Life Extension Program (SLEP) Availability of LCAC 41 (See Note A)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0001AA	FY08 SLEP Availability of LCAC 41	1	Lot	

FFP

Prepare for and Accomplish the FY08 SLEP Availability of LCAC 41 (FY08) (SCN) (See Note A)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	
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ACRN AA  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Supplemental Work Package A for LCAC 41	1	Lot	\$22,330.00	

FFP

OPTION Accomplish Supplemental Work Package A for LCAC 41 During SLEP Availability (FY08) (SCN) (See Notes A and C)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Supplemental Work Package B for LCAC 41	1	Lot		

FFP

EXERCISED OPTION Accomplish Supplemental Work Package B for LCAC 41 During SLIN 0001AA SLEP Availability (FY08) (SCN) (See Notes A and C)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT

ACRN AA  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FY08 SLEP Availability of LCAC 46				\$0.00

FFP

FY08 Service Life Extension Program (SLEP) Availability of LCAC 46 (See Note A)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	FY08 SLEP Availability of LCAC 46	1	Lot		

FFP

Prepare for and Accomplish the FY08 SLEP Availability of LCAC 46 (FY08) (SCN) (See Note A)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	
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ACRN AA  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0002AB	Supplemental Work Package A for LCAC 46	1	Lot



FFP

OPTION Accomplish Supplemental Work Package A for LCAC 46 During SLIN 0002AA SLEP Availability (FY08) (SCN) (See Notes A and C)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT
0002AC	Supplemental Work Package B for LCAC 46	1	Lot



FFP

EXERCISED OPTION Accomplish Supplemental Work Package B for LCAC 46 During SLIN 0002AA SLEP Availability (FY08) (SCN) (See Notes A and C)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

NET AMT



ACRN AA  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	FY08 SLEP Availability of LCAC 53				\$0.00

FFP

FY08 Service Life Extension Program (SLEP) Availability of LCAC 53 (See Note A)

FOB: Origin

PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	FY08 SLEP Availability of LCAC 53	1	Lot		

FFP

EXERCISED OPTION Prepare for and Accomplish the FY08 SLEP Availability of LCAC 53 (FY08) (SCN) (See Notes A and C)

FOB: Origin

PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	
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ACRN AA

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	Supplemental Work Package A for LCAC 53	1	Lot		

FFP

OPTION Accomplish Supplemental Work Package A for LCAC 53 During SLIN 0003AA SLEP Availability (FY08) (SCN) (See Notes A and C)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	Supplemental Work Package B for LCAC 53	1	Lot		

FFP

EXERCISED OPTION Accomplish Supplemental Work Package B for LCAC 53 During SLIN 0003AA SLEP Availability (FY08) (SCN) (See Notes A and C)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

NET AMT

ACRN AA  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	RESERVED				\$0.00
	FFP				
	RESERVED Shipment of FY08 SLEP LCACs from ACU 4 to the Contractor's Facility (See Note B) FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR57002				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	RESERVED				\$0.00
	FFP				
OPTION	RESERVED Shipment of Two (2) FY08 SLEP LCACs from ACU 4 to the Contractor's Facility (FY08) (SCN) (See Notes B and C) FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR57002				
				NET AMT	\$0.00



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	RESERVED				\$0.00

FFP

OPTION RESERVED Shipment of One (1) FY08 SLEP LCAC from ACU 4 to the Contractor's Facility (FY08) (SCN) (See Notes B and C)  
 FOB: Destination  
 PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	RESERVED				\$0.00

FFP

RESERVED Shipment of FY08 SLEP LCACs from Contractor's Facility to ACU 4 (See Note B)  
 FOB: Destination  
 PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	RESERVED				\$0.00

FFP

OPTION RESERVED Shipment of Two (2) FY08 SLEP LCACs from Contractor's Facility to ACU 4 (FY08) (SCN) (See Notes B and C)  
 FOB: Destination  
 PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	RESERVED				\$0.00

FFP

OPTION RESERVED Shipment by the Contractor of One (1) FY08 SLEP LCAC from Contractor's Facility to ACU 4 (FY08) (SCN) (See Notes B and C)  
 FOB: Destination  
 PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	FY09 SLEP Availability of LCAC 67				\$0.00

FFP

FY09 Service Life Extension Program (SLEP) Availability of LCAC 67 (See Notes A and D)

FOB: Origin

PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0006AA	FY09 SLEP Availability of LCAC 67	1	Lot	

FFP

OPTION Prepare for and Accomplish the FY09 SLEP Availability of LCAC 67 (FY09) (SCN) (See Notes A and C)

FOB: Origin

PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB	Supplemental Work Package A for LCAC 67	1	Lot		

FFP

OPTION Accomplish Supplemental Work Package A for LCAC 67 During SLIN 0006AA SLEP Availability (FY09) (SCN) (See Notes A and C)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AC	Supplemental Work Package B for LCAC 67	1	Lot		

FFP

OPTION Accomplish Supplemental Work Package B for LCAC 67 During SLIN 0006AA SLEP Availability (FY09) (SCN) (See Notes A and C)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	FY09 SLEP Availability of LCAC 70				\$0.00

FFP

FY09 Service Life Extension Program (SLEP) Availability of LCAC 70 (See Notes A and D)

FOB: Origin

PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA	FY09 SLEP Availability of LCAC 70	1	Lot		

FFP

OPTION Prepare for and Accomplish the FY09 SLEP Availability of LCAC 70 (FY09) (SCN) (See Notes A and C)

FOB: Origin

PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	
0007AB	Supplemental Work Package A for LCAC 70	1	Lot	

FFP

OPTION Accomplish Supplemental Work Package A for LCAC 70 During SLIN 0007AA SLEP Availability (FY09) (SCN) (See Notes A and C)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AC	Supplemental Work Package B for LCAC 70	1	Lot		

FFP

OPTION Accomplish Supplemental Work Package B for LCAC 70 During SLIN 0007AA SLEP Availability (FY09) (SCN) (See Notes A and C)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	FY09 SLEP Availability of LCAC 71				\$0.00

FFP

FY09 Service Life Extension Program (SLEP) Availability of LCAC 71 (See Notes A and D)

FOB: Origin

PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	
0008AA	FY09 SLEP Availability of LCAC 71	1	Lot	

FFP

OPTION Prepare for and Accomplish the FY09 SLEP Availability of LCAC 71 (FY09) (SCN) (See Notes A and C)

FOB: Origin

PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AB	Supplemental Work Package A for LCAC 71	1	Lot		

FFP

OPTION Accomplish Supplemental Work Package A for LCAC 71 During SLIN 0008AA SLEP Availability (FY09) (SCN) (See Notes A and C)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AC	Supplemental Work Package B for LCAC 71	1	Lot		

FFP

OPTION Accomplish Supplemental Work Package B for LCAC 71 During SLIN 0008AA SLEP Availability (FY09) (SCN) (See Notes A and C)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	RESERVED				\$0.00
	FFP				
	RESERVED Shipment of FY09 SLEP LCACs from ACU 4 to the Contractor's Facility (See Note B) FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR57002				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AA	RESERVED				\$0.00
	FFP				
OPTION	RESERVED Shipment of Two (2) FY09 SLEP LCACs from ACU 4 to the Contractor's Facility (FY09) (SCN) (See Notes B and C) FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR57002				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AB	RESERVED				\$0.00

FFP

OPTION RESERVED Shipment of One (1) FY09 SLEP LCAC from ACU 4 to the Contractor's Facility (FY09) (SCN) (See Notes B and C)  
 FOB: Destination  
 PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	RESERVED				\$0.00

FFP

RESERVED Shipment of FY09 SLEP LCACs from Contractor's Facility to ACU 4 (See Note B)  
 FOB: Destination  
 PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AA	RESERVED				\$0.00

FFP

OPTION RESERVED Shipment of Two (2) FY09 SLEP LCACs from Contractor's Facility to ACU  
4 (FY09) (SCN) (See Notes B and C)  
FOB: Destination  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AB	RESERVED				\$0.00

FFP

OPTION RESERVED Shipment of One (1) FY09 SLEP LCAC from Contractor's Facility to ACU  
4 (FY09) (SCN) (See Notes B and C)  
FOB: Destination  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	FY08 Performance Incentive				\$0.00

FFP

FY08 Performance Incentive (See Note A)

FOB: Origin

PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AA	Performance Incentive for FY08 LCAC 41	1	Each		

FFP

OPTION Performance Incentive for Item 0001 FY08 SLEP LCAC 41 (FY08) (SCN) (See Notes A and E):

FOB: Origin

PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AB	Performance Incentive for FY08 LCAC 46	1	Each		

FFP

OPTION Performance Incentive for Item 0002 FY08 SLEP LCAC 46 (FY08) (SCN) (See Notes A and E);  
and E);  
FOB: O  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AC	Performance Incentive for FY08 LCAC 53	1	Each		

FFP

OPTION Performance Incentive for Item 0003 FY08 SLEP LCAC 53 (FY08) (SCN) (See Notes A, C and E);  
C and E);  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	FY09 Performance Incentive				\$0.00

FFP

FY09 Performance Incentive (See Note A)

FOB: Origin

PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AA	Performance Incentive for FY09 LCAC 67	1	Each		

FFP

OPTION Performance Incentive for Item 0006 FY09 SLEP LCAC 67 (FY09) (SCN) (See Notes A, C and E)

FOB: Origin

PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT	
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AB	Performance Incentive for FY09 LCAC 70	1	Each		

FFP

OPTION Performance Incentive for Item 0007 FY09 SLEP LCAC 70 (FY09) (SCN) (See Notes A, C and E);  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AC	Performance Incentive for FY09 LCAC 71	1	Each		

FFP

OPTION Performance Incentive for Item 0008 FY09 SLEP LCAC 71 (FY09) (SCN) (See Notes A, C and E);  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	
0012AD	Performance Incentive for All FY09 LCAC	1	Lot	

FFP

OPTION Performance Incentive for All FY09 SLEP LCACs (FY09) (SCN) (See Notes A, C and E):  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0013	Data for Sub-Line Items				

Not Separately Priced (NSP) - Data for Sub-Line Items (SLINs) 0001AA and 0002AA, and if exercised, Option SLINs 0001AB, 0001AC, 0002AB and 0002AC, Option Items 0003 through 0010, and Provisioned Items Orders Contract Line Item Numbers (CLINs) 0014 through 0031 (See DD Form 1423, Attachment J-2 hereto). NSP - Price to be included in the price of SLINs 0001AA and 0002AA, Option SLINs 0001AB, 0001AC, 0002AB and 0002AC, and Option Items 0003 through 0010, and Provisioned Items Orders CLINs 0014 through 0031 in accordance with CDRL Requirements (See Note A)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	
0014	PIO PSA for LCAC 41	1	Lot	

FFP

OPTION Accomplish Post-Shakedown Availability (PSA) for LCAC 41 (FY08) (SCN) (See Notes A, F and H)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	
0015	PIO PSA for LCAC 46	1	Lot	

FFP

OPTION Accomplish Post-Shakedown Availability (PSA) for LCAC 46 (FY08) (SCN) (See Notes A, F and H)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	
0016	PIO PSA for LCAC 53	1	Lot	

FFP

OPTION Accomplish Post-Shakedown Availability (PSA) for LCAC 53 (FY08) (SCN) (See Notes A, F and H)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	
0017	PIO PSA for LCAC 67	1	Lot	

FFP

OPTION Accomplish Post-Shakedown Availability (PSA) for LCAC 67 (FY09) (SCN) (See Notes A, F and H)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	
0018	PIO PSA for LCAC 70	1	Lot	

FFP

OPTION Accomplish Post-Shakedown Availability (PSA) for LCAC 70 (FY09) (SCN) (See Notes A, F and H)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	PIO PSA for LCAC 71	1	Lot		

FFP

OPTION Accomplish Post-Shakedown Availability (PSA) for LCAC 71 (FY09) (SCN) (See Notes A, F and H)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	PIO Additional Requirements for LCAC 41				

FFP

OPTION Additional Requirements (manhours) for the FY08 Service Life Extension Program (SLEP) Availability of LCAC 41 (FY08) (SCN) (See Notes A, G and H)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	PIO Additional Requirements for LCAC 46				

FFP

OPTION Additional Requirements (manhours) for the FY08 Service Life Extension Program (SLEP) Availability of LCAC 46 (FY08) (SCN) (See Notes A, G and H)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT

ITEM NO	SUPPLIES/SERVICES	Q	UNIT PRICE	AMOUNT
0022	PIO Additional Requirements for LCAC 53			

FFP

OPTION Additional Requirements (manhours) for the FY08 Service Life Extension Program (SLEP) Availability of LCAC 53 (FY08) (SCN) (See Notes A, G and H)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	
0023	PIO Additional Requirements for LCAC 41	1	Lot	

FFP

OPTION Additional Requirements (materials) for the FY08 Service Life Extension Program (SLEP) Availability of LCAC 41 (FY08) (SCN) (See Notes A, G and H); \$200,000  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	PIO Additional Requirements for LCAC 46	1	Lot		

FFP

OPTION Additional Requirements (materials) for the FY08 Service Life Extension Program (SLEP) Availability of LCAC 46 (FY08) (SCN) (See Notes A, G and H); \$200,000  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	PIO Additional Requirements for LCAC 53	1	Lot		

FFP

OPTION Additional Requirements (materials) for the FY08 Service Life Extension Program (SLEP) Availability of LCAC 53 (FY08) (SCN) (See Notes A, G and H)   
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

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NET AMT

ITEM NO SUPPLIES/SERVICES  
0026 PIO Additional Requirements for LCAC  
67

Q



FFP

OPTION Additional Requirements (manhours) for the FY09 Service Life Extension Program  
(SLEP) Availability of LCAC 67 (FY09) (SCN) (See Notes A, G and H)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

NET AMT



ITEM NO SUPPLIES/SERVICES  
0027 PIO Additional Requirements for LCAC  
70

QUANTITY UNIT UNIT PRICE AMOUNT



FFP

OPTION Additional Requirements (manhours) for the FY09 Service Life Extension Program  
(SLEP) Availability of LCAC 70 (FY09) (SCN) (See Notes A, G and H)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

NET AMT



ITEM NO 0028 SUPPLIES/SERVICES  
PIO Additional Requirements for LCAC  
71

Q



FFP

OPTION Additional Requirements (manhours) for the FY09 Service Life Extension Program  
(SLEP) Availability of LCAC 71 (FY09) (SCN) (See Notes A, G and H)  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

NET AMT



ITEM NO 0029 SUPPLIES/SERVICES  
PIO Additional Requirements for LCAC  
67

QUANTITY 1

UNIT Lot

UNIT PRICE

AMOUNT



FFP

OPTION Additional Requirements (materials) for the FY09 Service Life Extension Program  
(SLEP) Availability of LCAC 67 (FY09) (SCN) (See Notes A, G and H);  
FOB: Origin  
PURCHASE REQUEST NUMBER: N0002408NR57002

NET AMT





ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030	PIO Additional Requirements for LCAC 70	1	Lot		

FFP

OPTION	Additional Requirements (materials) for the FY09 Service Life Extension (SLEP) Availability of LCAC 70 (FY09) (SCN) (See Notes A, G and H); FOB: Origin PURCHASE REQUEST NUMBER: N0002408NR57002				
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NET AMT [REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	PIO Additional Requirements for LCAC 71	1	Lot		

FFP

OPTION	Additional Requirements (materials) for the FY09 Service Life Extension Program (SLEP) Availability of LCAC 71 (FY09) (SCN) (See Notes A, G and H); FOB: Origin PURCHASE REQUEST NUMBER: N0002408NR57002				
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NET AMT [REDACTED]

**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 contact, 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.

#### CONTRACT SUMMARY FOR PAYMENT OFFICE (FIXED PRICE) (FEB 1997)

This entire contract is fixed price.

Note A – CLIN/ SLIN applicable if the SLEP availability Place of Performance is at either ACU 4 or at the Contractor's Facility.

Note B – CLIN/SLIN applicable only if the SLEP availability Place of Performance is at the Contractor's Facility.

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

Note D – Option items for FY09 LCAC SLEP availabilities will be exercised in the order presented.

Note E - See Special Contract Requirement H-13 entitled "PERFORMANCE INCENTIVES"

Note F – See Special Contract Requirement H-14 entitled "POST-SHAKEDOWN AVAILABILITY (PSA) OF SLEP LCACS – PIO CLINs 0014 THROUGH 0019"

Note G – See Special Contract Requirement H-15 entitled "ADDITIONAL GOVERNMENT REQUIREMENTS – PIO CLINs 0020 THROUGH 0031"

Note H – Provisional amounts are subject to adjustment under Standard Clauses in Section C of this contract entitled "PROVISIONED ITEMS ORDERS NAVSEA (APR 1999)" for supplies or other requirements ordered pursuant to said clause.

#### SUBMISSION OF INVOICES

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

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

Section C - Descriptions and Specifications

PART 1 – CONTRACT LINE ITEM DESCRIPTION

ITEM 0001 – FY08 SERVICE LIFE EXTENSION PROGRAM (SLEP) AVAILABILITY OF LCAC 41

SUB-ITEM 0001AA – FY08 SLEP Availability of LCAC 41 – Prepare for and accomplish the FY08 SLEP availability of LCAC 41 as delineated in Specification Package: BOST-041-08, less Option Specification Items: 246-12-001, 119-11-001, 167-11-003, 246-80-001, 246-85-001, 246-85-002, 562-85-001, and as specified herein and in accordance with standard items, work item specifications, drawings, test procedures, and other detailed data provided by the Government listed in Section J.

IF EXERCISED, OPTION SUB-ITEM 0001AB – Supplemental Work Package A for LCAC 41 – During the FY08 SLEP availability of LCAC 41, accomplish Supplemental Work Package A\*\* for LCAC 41 as delineated in Specification Package: BOST-041-08 and as specified herein and in accordance with standard items, work item specifications, drawings, test procedures, and other detailed data provided by the Government listed in Section J.

\*\*Supplemental Work Package A for LCAC 41 consists of the following Specification Item:

Item Number	Title
246-12-001	Propeller Duct Assembly; remove, turnover and install

IF EXERCISED, OPTION SUB-ITEM 0001AC – Supplemental Work Package B for LCAC 41 – During the FY08 SLEP availability of LCAC 41, accomplish Supplemental Work Package B\*\* for LCAC 41 as delineated in Specification Package: BOST-041-08 and as specified herein and in accordance with standard items, work item specifications, drawings, test procedures, and other detailed data provided by the Government listed in Section J.

\*\*Supplemental Work Package B for LCAC 41 consists of the following Specification Items:

Item Number	Title
119-11-001	Deep Skirt; remove, store, and install
167-11-003	Wing Head Camloc Fastener; replace
246-80-001	LCAC1 Class, CraftAlt 0487D Rev 00, Stator Fitting Modification; accomplish
246-85-001	LCAC1 Class AER-0418, Replacement of Solid Aluminum Rivets on Propeller Duct Stators; accomplish
246-85-002	LCAC1 Class AER-0521, Stator Bushing Replacement – Composite; accomplish
562-85-001	LCAC1 Class AER-0409, Scupper Notches At Top Of Rudder; accomplish

ITEM 0002 – FY08 SERVICE LIFE EXTENSION PROGRAM (SLEP) AVAILABILITY OF LCAC 46

SUB-ITEM 0002AA – FY08 SLEP Availability of LCAC 46 – Prepare for and accomplish the FY08 SLEP availability of LCAC 46 as delineated in Specification Package: BOST-046-08, less Option Specification Items 246-12-001, 119-11-001, 167-11-003, 246-80-001, 246-85-001, 246-85-002, 562-85-001, and as specified herein and in accordance with standard items, work item specifications, drawings, test procedures, and other detailed data provided by the Government listed in Section J.

IF EXERCISED, OPTION SUB-ITEM 0002AB - Supplemental Work Package A for LCAC 46 – During the FY08 SLEP availability of LCAC 46, accomplish Supplemental Work Package A\*\* for LCAC 46 as delineated in Specification Package: BOST-046-08 and as specified herein and in accordance with standard items, work item specifications, drawings, test procedures, and other detailed data provided by the Government listed in Section J.

\*\*Supplemental Work Package A for LCAC 46 consists of the following Specification Item:

Item Number	Title
246-12-001	Propeller Duct Assembly; remove, turnover and install

IF EXERCISED, OPTION SUB-ITEM 0002AC - Supplemental Work Package B for LCAC 46 – During the FY08 SLEP availability of LCAC 46, accomplish Supplemental Work Package B\*\* for LCAC 46 as delineated in Specification Package: BOST-046-08 and as specified herein and in accordance with standard items, work item specifications, drawings, test procedures, and other detailed data provided by the Government listed in Section J.

\*\*Supplemental Work Package B for LCAC 46 consists of the following Specification Items:

Item Number	Title
119-11-001	Deep Skirt; remove, store, and install
167-11-003	Wing Head Camloc Fastener; replace
246-80-001	LCAC1 Class, CraftAlt 0487D Rev 00, Stator Fitting Modification; accomplish
246-85-001	LCAC1 Class AER-0418, Replacement of Solid Aluminum Rivets on Propeller Duct Stators; accomplish
246-85-002	LCAC1 Class AER-0521, Stator Bushing Replacement – Composite; accomplish
562-85-001	LCAC1 Class AER-0409, Scupper Notches At Top Of Rudder; accomplish

#### ITEM 0003 FY08 SERVICE LIFE EXTENSION PROGRAM (SLEP) AVAILABILITY OF LCAC 53

IF EXERCISED, OPTION SUB-ITEM 0003AA - FY08 SLEP Availability of LCAC 53 – Prepare for and accomplish the FY08 SLEP availability of LCAC 53 as delineated in Specification Package: BOST-053-08, less Option Specification Items 246-12-001, 119-11-001, 167-11-003, 246-80-001, 246-85-001, 246-85-002, 562-85-001 and as specified herein and in accordance with standard items, work item specifications, drawings, test procedures, and other detailed data provided by the Government listed in Section J.

IF EXERCISED, OPTION SUB-ITEM 0003AB - Supplemental Work Package A for LCAC 53 – During the FY08 SLEP availability of LCAC 53, accomplish the Supplemental Work Package A\*\* for LCAC 53 as delineated in Specification Package: BOST-053-08 and as specified herein and in accordance with standard items, work item specifications, drawings, test procedures, and other detailed data provided by the Government listed in Section J.

\*\*Supplemental Work Package A for LCAC 46 consists of the following Specification Item:

Item Number	Title
246-12-001	Propeller Duct Assembly; remove, turnover and install

IF EXERCISED, OPTION SUB-ITEM 0003AC - Supplemental Work Package B for LCAC 53 – During the FY08 SLEP availability of LCAC 53, accomplish Supplemental Work Package B\*\* for LCAC 53 as delineated in Specification Package: BOST-053-08 and as specified herein and in accordance with standard items, work item specifications, drawings, test procedures, and other detailed data provided by the Government listed in Section J.

\*\*Supplemental Work Package B for LCAC 53 consists of the following Specification Items:

Item Number	Title
119-11-001	Deep Skirt; remove, store, and install
167-11-003	Wing Head Camloc Fastener; replace
246-80-001	LCAC1 Class, CraftAlt 0487D Rev 00, Stator Fitting Modification; accomplish
246-85-001	LCAC1 Class AER-0418, Replacement of Solid Aluminum Rivets on Propeller Duct Stators; accomplish
246-85-002	LCAC1 Class AER-0521, Stator Bushing Replacement – Composite; accomplish

562-85-001 LCAC1 Class AER-0409, Scupper Notches At Top Of Rudder; accomplish

ITEM 0004 – SHIPMENT OF FY08 SLEP LCACs FROM ACU 4 TO THE CONTRACTOR’S FACILITY

IF EXERCISED, OPTION SUB-ITEM 0004AA – SHIPMENT BY THE CONTRACTOR OF TWO (2) FY08 SLEP LCACS FROM ACU 4 TO THE CONTRACTOR’S FACILITY (FY08) (SCN)

IF EXERCISED, OPTION SUB-ITEM 0004AB – SHIPMENT BY THE CONTRACTOR OF ONE (1) FY08 SLEP LCAC FROM ACU 4 TO THE CONTRACTOR’S FACILITY (FY08) (SCN)

a. For FY08 LCAC SLEP availabilities conducted at the Contractor’s Facility, LCAC craft will be delivered to the Contractor’s facility by the Navy utilizing a Lift of Opportunity, or if the Navy exercises Option SLINs 0004AA or 0004AB for FY08 SLEP, LCAC craft shipment shall be accomplished by the Contractor .

b. Shipment of Craft by the Contractor from ACU 4 to the Contractor’s Facility:

(1) In the case of shipment of craft by the Contractor, the Contractor shall make all arrangements, coordinated through the Program Office, PMS377, to ship LCACs designated for SLEP upgrade from ACU 4 to the Contractor’s Facility designated in Section F, Additional Requirement F-2 entitled “PLACE OF PERFORMANCE”. The Contractor shall provide detailed instructions, in accordance with Attachment J-2 entitled “Contract Data Requirements List, DD Form 1423 – Exhibits A and B”, CDRL A046, concerning craft preparation for transit, crane lifting details, if applicable, schedule (primary and alternate dates), location for pick-up, and transporting vendor requirements for each shipment of LCAC craft from ACU 4 to the Contractor’s Facility.

(2) Prior to shipment of the craft, the Contractor shall participate with Government representatives in an inspection of the craft and conduct an inventory of craft equipment to be shipped with the craft. The purpose of the craft inspection is to verify craft readiness for transport and document the pre-transport condition of the craft. Upon completion of documentation of the craft inspection and inventory of craft equipment, the Contractor shall take custody of the craft and craft equipment. Custody of the craft and equipment by the Contractor will be via DD FORM 1149, REQUISITION AND INVOICE/SHIPPING DOCUMENT.

(3) The Contractor shall conduct all normal post mission procedures including post mission washdown and preservation in accordance with Attachment J-8 entitled “Preservation and Lay-up of LCAC Craft at the Contractor’s Facility”.

(4) The Contractor shall pick up LCACs for shipment to the Contractor’s facility for SLEP upgrade per the Contractor Transport Pickup Date listed in Section F.

ITEM 0005 – SHIPMENT OF FY08 SLEP LCACs FROM THE CONTRACTOR’S FACILITY TO ACU 4

IF EXERCISED, OPTION SUB-ITEM 0005AA – SHIPMENT BY THE CONTRACTOR OF TWO (2) FY08 SLEP LCACS FROM THE CONTRACTOR’S FACILITY TO ACU 4 (FY08) (SCN)

IF EXERCISED, OPTION SUB-ITEM 0005AB – SHIPMENT BY THE CONTRACTOR OF ONE (1) FY08 SLEP LCAC FROM THE CONTRACTOR’S FACILITY TO ACU 4 (FY08) (SCN)

a. LCAC craft completing SLEP at the Contractor’s Facility will be returned to ACU 4 by the Navy utilizing a Lift of Opportunity, or if the Navy exercises Option SLINs 0005AA or 0005AB for FY08 SLEP, LCAC craft shipment shall be arranged by the Contractor. In any case, acceptance of the craft by the Government will occur at the Contractor’s Facility and will be via DD FORM 250, MATERIAL INSPECTION AND RECEIVING REPORT.

b. Shipment of Craft by the Contractor from the Contractor’s Facility to ACU 4:

(1) In the case of shipment by the Contractor, the Contractor shall make all arrangements coordinated through the Program Office, PMS377, to ship craft from the Contractor’s Facility to ACU 4 to meet dates specified in Section F. The Contractor shall provide detailed instructions, in accordance with Attachment J-2 entitled “Contract Data Requirements List, DD Form 1423 – Exhibits A and B”, CDRL A046, concerning craft preparation for transit, crane lifting details, if applicable, schedule (primary and alternate dates), location for delivery of the craft, and transit vendor requirements for each shipment of LCAC craft from the Contractor’s facility to ACU 4.

(2) The Contractor shall be responsible for reinstalling the craft equipment originally inventoried in accordance with Item 0004. The Contractor shall preserve and lay-up SLEP LCAC in accordance with Attachment J-8 entitled “Preservation and Lay-up of LCAC Craft at the Contractor’s Facility”.

(3) Upon arrival of the craft to ACU 4, the Contractor shall participate with Government representatives in an inspection of the craft and conduct an inventory of craft equipment shipped with the craft. The purpose of the craft inspection is to document damage, if any, to craft that occurred during transit, and to verify the equipment returned with the craft.

ITEM 0006 – FY09 SERVICE LIFE EXTENSION PROGRAM (SLEP) AVAILABILITY OF LCAC 67

IF EXERCISED, OPTION SUB-ITEM 0006AA – FY09 SLEP Availability of LCAC 67 – Prepare for and accomplish the FY09 SLEP availability of LCAC 67 as delineated in Specification Package: BOST-067-09, less Option Specification Items 246-12-001, 119-11-001, 167-11-003, 246-80-001, 246-85-001, 246-85-002, 562-85-001 and as specified herein and in accordance with standard items, work item specifications, drawings, test procedures, and other detailed data provided by the Government listed in Section J.

IF EXERCISED, OPTION SUB-ITEM 0006AB - Supplemental Work Package A for LCAC 67 – During the FY09 SLEP availability of LCAC 67, accomplish Supplemental Work Package A\*\* for LCAC 67 as delineated in Specification Package: BOST-067-09 and as specified herein and in accordance with standard items, work item specifications, drawings, test procedures, and other detailed data provided by the Government listed in Section J.

\*\*Supplemental Work Package A for LCAC 67 consists of the following Specification Item:

Item Number	Title
246-12-001	Propeller Duct Assembly; remove, turnover and install

IF EXERCISED, OPTION SUB-ITEM 0006AC - Supplemental Work Package B for LCAC 67 – During the FY09 SLEP availability of LCAC 67, accomplish Supplemental Work Package B\*\* for LCAC 67 as delineated in Specification Package: BOST-067-09 and as specified herein and in accordance with standard items, work item specifications, drawings, test procedures, and other detailed data provided by the Government listed in Section J.

\*\*Supplemental Work Package B for LCAC 67 consists of the following Specification Items:

Item Number	Title
119-11-001	Deep Skirt; remove, store, and install
167-11-003	Wing Head Camloc Fastener; replace
246-80-001	LCAC1 Class, CraftAlt 0487D Rev 00, Stator Fitting Modification; accomplish
246-85-001	LCAC1 Class AER-0418, Replacement of Solid Aluminum Rivets on Propeller Duct Stators; accomplish
246-85-002	LCAC1 Class AER-0521, Stator Bushing Replacement – Composite; accomplish
562-85-001	LCAC1 Class AER-0409, Scupper Notches At Top Of Rudder; accomplish

ITEM 0007 – FY09 SERVICE LIFE EXTENSION PROGRAM (SLEP) AVAILABILITY OF LCAC 70

IF EXERCISED, OPTION SUB-ITEM 0007AA – FY09 SLEP Availability of LCAC 70 – Prepare for and accomplish the FY09 SLEP availability of LCAC 70 as delineated in Specification Package: BOST-070-09, less

Option Specification Items 246-12-001, 119-11-001, 167-11-003, 246-80-001, 246-85-001, 246-85-002, 562-85-001 and as specified herein and in accordance with standard items, work item specifications, drawings, test procedures, and other detailed data provided by the Government listed in Section J.

IF EXERCISED, OPTION SUB-ITEM 0007AB - Supplemental Work Package A for LCAC 70 – During the FY09 SLEP availability of LCAC 70, accomplish Supplemental Work Package A\*\* for LCAC 70 as delineated in Specification Package: BOST-070-09 and as specified herein and in accordance with standard items, work item specifications, drawings, test procedures, and other detailed data provided by the Government listed in Section J.

\*\*Supplemental Work Package A for LCAC 70 consists of the following Specification Item:

Item Number	Title
246-12-001	Propeller Duct Assembly; remove, turnover and install

IF EXERCISED, OPTION SUB-ITEM 0007AC - Supplemental Work Package B for LCAC 70 – During the FY09 SLEP availability of LCAC 70, accomplish Supplemental Work Package B\*\* for LCAC 70 as delineated in Specification Package: BOST-070-09 and as specified herein and in accordance with standard items, work item specifications, drawings, test procedures, and other detailed data provided by the Government listed in Section J.

\*\*Supplemental Work Package B for LCAC 70 consists of the following Specification Items:

Item Number	Title
119-11-001	Deep Skirt; remove, store, and install
167-11-003	Wing Head Camloc Fastener; replace
246-80-001	LCAC1 Class, CraftAlt 0487D Rev 00, Stator Fitting Modification; accomplish
246-85-001	LCAC1 Class AER-0418, Replacement of Solid Aluminum Rivets on Propeller Duct Stators; accomplish
246-85-002	LCAC1 Class AER-0521, Stator Bushing Replacement – Composite; accomplish
562-85-001	LCAC1 Class AER-0409, Scupper Notches At Top Of Rudder; accomplish

ITEM 0008 – FY09 SERVICE LIFE EXTENSION PROGRAM (SLEP) AVAILABILITY OF LCAC 71

IF EXERCISED, OPTION SUB-ITEM 0008AA – FY09 SLEP Availability of LCAC 71 – Prepare for and accomplish the FY09 SLEP availability of LCAC 71 as delineated in Specification Package: BOST-071-09, less Option Specification Items 246-12-001, 119-11-001, 167-11-003, 246-80-001, 246-85-001, 246-85-002, 562-85-001 and as specified herein and in accordance with standard items, work item specifications, drawings, test procedures, and other detailed data provided by the Government listed in Section J.

IF EXERCISED, OPTION SUB-ITEM 0008AB - Supplemental Work Package A for LCAC 71 – During the FY09 SLEP availability of LCAC 71, accomplish Supplemental Work Package A\*\* for LCAC 71 as delineated in Specification Package: BOST-071-09 and as specified herein and in accordance with standard items, work item specifications, drawings, test procedures, and other detailed data provided by the Government listed in Section J.

\*\*Supplemental Work Package A for LCAC 71 consists of the following Specification Item:

Item Number	Title
246-12-001	Propeller Duct Assembly; remove, turnover and install

IF EXERCISED, OPTION SUB-ITEM 0008AC - Supplemental Work Package B for LCAC 71 – During the FY09 SLEP availability of LCAC 71, accomplish Supplemental Work Package B\*\* for LCAC 71 as delineated in Specification Package: BOST-071-09 and as specified herein and in accordance with standard items, work item specifications, drawings, test procedures, and other detailed data provided by the Government listed in Section J.

\*\*Supplemental Work Package B for LCAC 71 consists of the following Specification Items:

Item Number	Title
119-11-001	Deep Skirt; remove, store, and install
167-11-003	Wing Head Camloc Fastener; replace
246-80-001	LCAC1 Class, CraftAlt 0487D Rev 00, Stator Fitting Modification; accomplish
246-85-002	LCAC1 Class AER-0521, Stator Bushing Replacement – Composite; accomplish
562-85-001	LCAC1 Class AER-0409, Scupper Notches At Top Of Rudder; accomplish

ITEM 0009 - SHIPMENT OF FY09 SLEP LCACs FROM ACU 4 TO THE CONTRACTOR'S FACILITY

IF EXERCISED, OPTION SUB-ITEM 0009AA – SHIPMENT BY THE CONTRACTOR OF TWO (2) FY09 SLEP LCACs FROM ACU 4 TO THE CONTRACTOR'S FACILITY (FY09) (SCN)

IF EXERCISED, OPTION SUB-ITEM 0009AB – SHIPMENT BY THE CONTRACTOR OF ONE (1) FY09 SLEP LCAC FROM ACU 4 TO THE CONTRACTOR'S FACILITY (FY09) (SCN)

a. For FY09 LCAC SLEP availabilities conducted at the Contractor's Facility, LCAC craft will be delivered to the Contractor's facility by the Navy utilizing a Lift of Opportunity, or if the Navy exercises Option SLINs 0009AA or 0009AB for FY09, SLEP LCACs shipment shall be accomplished by the Contractor.

b. Shipment of Craft by the Contractor from ACU 4 to the Contractor's Facility:

(1) In the case of shipment of craft by the Contractor, the Contractor shall make all arrangements, coordinated through the Program Office, PMS377, to ship LCACs designated for SLEP upgrade from ACU 4 to the Contractor's Facility designated in Section F. The Contractor shall provide detailed instructions, in accordance with Attachment J-2 entitled "Contract Data Requirements List, DD Form 1423 – Exhibits A and B", CDRL A046, concerning craft preparation for transit, crane lifting details, if applicable, schedule (primary and alternate dates), location for pick-up, and transporting vendor requirements for each shipment of LCAC craft from ACU 4 to the Contractor's Facility.

(2) Prior to shipment of the craft, the Contractor shall participate with Government representatives in an inspection of the craft and conduct an inventory of craft equipment to be shipped with the craft. The purpose of the craft inspection is to verify craft readiness for transport and document the pre-transport condition of the craft. Upon completion of documentation of the craft inspection and inventory of craft equipment, the Contractor shall take custody of the craft and craft equipment. Custody of the craft and equipment by the Contractor will be via DD FORM 1149, REQUISITION AND INVOICE/SHIPPING DOCUMENT.

(3) The Contractor shall conduct all normal post mission procedures including post mission washdown and preservation in accordance with Attachment J-8 entitled "Preservation and Lay-up of LCAC Craft at the Contractor's Facility".

(4) The Contractor shall pick up LCACs for shipment to the Contractor's facility for SLEP upgrade per the Contractor Transport Pickup Date listed in Section F.

ITEM 0010 – SHIPMENT OF FY09 SLEP LCACs FROM THE CONTRACTOR'S FACILITY TO ACU 4 (FY09) (SCN)

IF EXERCISED, OPTION SUB-ITEM 0010AA – SHIPMENT BY THE CONTRACTOR OF TWO (2) FY09 SLEP LCACs FROM THE CONTRACTOR'S FACILITY TO ACU 4 (FY09) (SCN)

IF EXERCISED, OPTION SUB-ITEM 0010AB – SHIPMENT BY THE CONTRACTOR OF ONE (1) FY09 SLEP LCAC FROM THE CONTRACTOR'S FACILITY TO ACU 4 (FY09) (SCN)



a. LCAC craft completing SLEP at the Contractor's Facility will be returned to ACU 4 by the Navy utilizing a Lift of Opportunity, or if the Navy exercises Option SLINs 0010AA or 0010AB for FY09 SLEP, LCAC craft shipment shall be arranged by the Contractor. In any case, acceptance of the craft by the Government will occur at the Contractor's Facility and will be via DD Form 250, MATERIAL INSPECTION AND RECEIVING REPORT.

b. Shipment of Craft by the Contractor from the Contractor's Facility to ACU 4:

(1) In the case of shipment by the Contractor, the Contractor shall make all arrangements coordinated through the Program Office, PMS377, to ship craft from the Contractor's Facility to ACU 4 to meet dates specified in Section F. The Contractor shall provide detailed instructions, in accordance with Attachment J-2 entitled "Contract Data Requirements List, DD Form 1423 – Exhibits A and B", CDRL A046, concerning craft preparation for transit, crane lifting details, if applicable, schedule (primary and alternate dates), location for delivery of the craft, and transit vendor requirements for each shipment of LCAC craft from the Contractor's facility to ACU 4.

(2) The Contractor shall be responsible for reinstalling the craft equipment originally inventoried in accordance with Item 0009. The Contractor shall preserve and lay-up SLEP LCAC in accordance with Attachment J-8 entitled "Preservation and Lay-up of LCAC Craft at the Contractor's Facility".

(3) Upon arrival of the craft to ACU 4, the Contractor shall participate with Government representatives in an inspection of the craft and conduct an inventory of craft equipment shipped with the craft. The purpose of the craft inspection is to document damage, if any, to craft that occurred during transit, and to verify the equipment returned with the craft.

#### ITEM 0011 AND 0012 – PERFORMANCE INCENTIVES

ITEM 0011 – FY08 PERFORMANCE INCENTIVES FOR SLEP LCACs (FY08) (SCN)

SUB-ITEM 0011AA – PERFORMANCE INCENTIVE FOR FY08 LCAC 41

SUB-ITEM 0011AB – PERFORMANCE INCENTIVE FOR FY08 LCAC 46

IF EXERCISED, SUB-ITEM 0011AC – PERFORMANCE INCENTIVE FOR FY08 LCAC 53

ITEM 0012 – FY09 PERFORMANCE INCENTIVES FOR SLEP LCACs (FY09) (SCN)

IF EXERCISED, SUB-ITEM 0012AA – PERFORMANCE INCENTIVE FOR FY09 LCAC 67

IF EXERCISED, SUB-ITEM 0012AB – PERFORMANCE INCENTIVE FOR FY09 LCAC 70

IF EXERCISED, SUB-ITEM 0012AC – PERFORMANCE INCENTIVE FOR FY09 LCAC 71

IF EXERCISED, SUB-ITEM 0012AD – PERFORMANCE INCENTIVE FOR ALL FY09 LCACs

The Contractor may earn a performance incentive(s) in accordance with Special Contract Requirement H-13 entitled "PERFORMANCE INCENTIVES."

ITEM 0013 – DATA FOR SUB-LINE ITEMS (SLINs) 0001AA AND 0002AA, AND IF EXERCISED, OPTION SLINs 0001AB, 0001AC, 0002AB AND 0002AC, OPTION ITEMS 0003 THROUGH 0010, AND PROVISIONED ITEMS ORDERS CONTRACT LINE ITEM NUMBERS (CLINs) 0014 THROUGH 0031 (SEE DD FORM 1423, ATTACHMENT J-2 HERETO). NOT SEPARATELY PRICED (NSP) – PRICE TO BE INCLUDED IN THE PRICE OF SLINs 0001AA AND 0002AA, OPTION SLINs 0001AB, 0001AC, 0002AB AND 0002AC, AND OPTION ITEMS 0003 THROUGH 0010, AND PROVISIONED ITEMS ORDERS CLINs 0014 THROUGH 0031 IN ACCORDANCE WITH CDRL REQUIREMENTS

Data Required By Contract Data Requirements List (CDRL), DD Form 1423. The Contractor shall prepare and furnish data in accordance with the Contract Data Requirements List, DD Form 1423 – Exhibits A and B, Attachment J-2 attached hereto.

NOTE TO PIO CLINs 0014 through 31: Individual orders issued pursuant to the Special Contract Requirements in Section C of this contract entitled “PROVISIONED ITEMS ORDERS (NAVSEA) (APR 1999)” may alter these Statements of Work and estimated man/hours and dollars.

PROVISIONED ITEMS ORDER CLIN 0014: FY08 Post-Shakedown Availability (PSA) for LCAC 41 (SCN)

PROVISIONED ITEMS ORDER CLIN 0015: FY08 Post-Shakedown Availability (PSA) for LCAC 46 (SCN)

PROVISIONED ITEMS ORDER CLIN 0016: FY08 Post-Shakedown Availability (PSA) for LCAC 53 (SCN)

PROVISIONED ITEMS ORDER CLIN 0017: FY09 Post-Shakedown Availability (PSA) for LCAC 67 (SCN)

PROVISIONED ITEMS ORDER CLIN 0018: FY09 Post-Shakedown Availability (PSA) for LCAC 70 (SCN)

PROVISIONED ITEMS ORDER CLIN 0019: FY09 Post-Shakedown Availability (PSA) for LCAC 71 (SCN)

If ordered, the Contractor shall furnish such emergent type repair and/or alteration work, which cannot be accommodated during the scheduled SLEP availabilities, and as may be tasked by the Government. Work shall be performed by the Contractor at the SLEP availability Place of Performance as may be tasked by the Government in accordance with Section H Special Contract Requirement H-14 “POST-SHAKEDOWN AVAILABILITY (PSA) OF SLEP LCACS (PIO CLINs 0014-0019)”.

If ordered, the Contractor may be requested to install Title “D” and Title “K” Craft Alterations and Alteration Equivalent to Repairs (AERs) on SLEP craft. Specific Title “D” and Title “K” Craft Alterations and AERs may be authorized for installation depending on craft configuration and funding availability. Some material required to install Title “D” and Title “K” Craft Alterations and AERs may be furnished to the Contractor as Government Furnished Property (GFP), depending on availability. Other material required to install Title “D” and Title “K” Craft Alterations and AERs shall be furnished by the Contractor.

As used here, the term, “Post-Shakedown Availability” means work under this contract, ordered by the Contracting Officer pursuant to the procedures of Special Contract Requirements in Section C of this contract entitled, “PROVISIONED ITEMS ORDERS (NAVSEA) (APR 1999)” and as mutually agreed by parties under the Supplemental Agreement. Post-Shakedown Availability does not include performance of work for the correction of Contractor responsible defects. Adjustments in contract price by reason of Post-Shakedown Availability shall not include any amount of cost of delay or disruption of work performed under this contract, any other Government contract or any other work in process for the Government. Additionally, the performance schedule under this contract or any other Government contract shall not be extended by reason of, or as result of, these Post-Shakedown Availabilities unless bilaterally agreed upon between the Contractor and the Government.

For SLEP availabilities conducted at the Contractor’s Facility and if advantageous to the Government, the Government may initiate a bilateral contract modification in conjunction with a craft’s PSA tasking, to the LCAC Delivery Dates listed in Section F in order to facilitate conduct of PSA at the Contractor’s Facility.

PROVISIONED ITEMS ORDER CLIN 0020: ADDITIONAL LABOR REQUIREMENTS FY08 SERVICE LIFE EXTENSION PROGRAM (SLEP) AVAILABILITY FOR LCAC 41 (SCN)

PROVISIONED ITEMS ORDER CLIN 0021: ADDITIONAL LABOR REQUIREMENTS FY08 SERVICE LIFE EXTENSION PROGRAM (SLEP) AVAILABILITY FOR LCAC 46 (SCN)

**PROVISIONED ITEMS ORDER CLIN 0022: ADDITIONAL LABOR REQUIREMENTS FY08 SERVICE LIFE EXTENSION PROGRAM (SLEP) AVAILABILITY FOR LCAC 53 (SCN)**

If ordered, the Contractor shall perform Additional Labor Requirements in support of the LCAC FY08 SLEP requirements to permit up to an additional [REDACTED] of labor per FY08 SLEP Craft, under this contract. The amount listed is only a provisional amount and does not represent a commitment that the Government will order any or all of these man hours.

Additional Labor Requirements are defined as any work authorized by the Contracting Officer that is required to support the LCAC SLEP procurement effort within the scope of this contract without causing delay or disruption to the work performed under this contract, any other Government contract, or any other work in process for the Government. These requirements are over and above those specified in Section C and the labor to satisfy the requirements listed in each SLEP LCAC's Specification For Work To Be Accomplished, incorporated in Attachment J-1 entitled "Technical Data Package for FY08 LCAC SLEP and Option FY09 LCAC SLEP". Orders for this effort shall be placed in accordance with the Special Contract Requirements in Section C of this contract entitled "PROVISIONED ITEMS ORDERS (NAVSEA) (APR 1999)".

In accordance with Special Contract Requirement H-15 entitled "ADDITIONAL GOVERNMENT REQUIREMENTS – PIO CLINs 0020 THROUGH 0031", the Contractor is required to bid a fully loaded man-hour labor rate (including profit, QA, supervision, support functions, all indirect costs and any other charge whatsoever) for each LCAC Craft. This rate shall be the rate for pricing changes negotiated under Special Contract Requirement H-15 entitled "ADDITIONAL GOVERNMENT REQUIREMENTS – PIO CLINs 0020 THROUGH 0031". Material costs will not be included in the Additional Requirements Labor rate.

As used here, the term, "Additional Labor Requirements" means work under this contract, ordered by the Contracting Officer pursuant to the procedures of the clause of this contract entitled, "PROVISIONED ITEMS ORDERS (NAVSEA) (APR 1999)," and as mutually agreed upon by parties under the Supplemental Agreement. Additional Labor Requirements does not include performance of work for the correction of Contractor responsible defects. Adjustments in contract price by reason of Additional Labor Requirements shall not include any amount of cost for delay or disruption of work performed under this contract, any other Government contract or any other work in process for the Government. Additionally, the delivery schedule under this contract or any other Government contract shall not be extended by reason of, or as result of, these Additional Labor Requirements.

**PROVISIONED ITEMS ORDER CLIN 0023: ADDITIONAL MATERIAL REQUIREMENTS FY08 SERVICE LIFE EXTENSION PROGRAM (SLEP) AVAILABILITY FOR LCAC 41 (SCN)**

**PROVISIONED ITEMS ORDER CLIN 0024: ADDITIONAL MATERIAL REQUIREMENTS FY08 SERVICE LIFE EXTENSION PROGRAM (SLEP) AVAILABILITY FOR LCAC 46 (SCN)**

**PROVISIONED ITEMS ORDER CLIN 0025: ADDITIONAL MATERIAL REQUIREMENTS FY08 SERVICE LIFE EXTENSION PROGRAM (SLEP) AVAILABILITY FOR LCAC 53 (SCN)**

If ordered, the Contractor shall perform Additional Material Requirements in support of the LCAC FY08 SLEP requirements to permit up to an additional \$200,000 of material per FY08 SLEP Craft, under this contract. The amount listed is only a provisional amount and does not represent a commitment that the Government will order any or all of these material dollars.

Additional Material Requirements are defined as any material authorized by the Contracting Officer that is required to support the LCAC SLEP procurement effort within the scope of this contract without causing delay or disruption to the work performed under this contract, any other Government contract, or any other work in process for the Government. These requirements are over and above those specified in Section C and the material to satisfy the requirements listed in each SLEP LCAC's Specification For Work To Be Accomplished, incorporated in Attachment J-1 entitled "Technical Data Package for FY08 LCAC SLEP and Option FY09 LCAC SLEP". Orders for this effort shall be placed in accordance with the Special Contract Requirements in Section C of this contract entitled

“PROVISIONED ITEMS ORDERS (NAVSEA) (APR 1999)”. Additional charges, i.e., burdens, profit and handling, shall be negotiated when the orders are agreed to.

In accordance with Special Contract Requirement H-15 entitled “ADDITIONAL GOVERNMENT REQUIREMENTS – PIO CLINs 0020 THROUGH 0031”, the \$200,000 for each FY08 LCAC for Additional Material Requirements represents the Government’s estimate of material cost that may be added to the contract for each FY08 SLEP LCAC.

As used here, the term, “Additional Material Requirements” means material under this contract, ordered by the Contracting Officer pursuant to the procedures of the clause of this contract entitled, “PROVISIONED ITEMS ORDERS (NAVSEA) (APR 1999)” and as mutually agreed by parties under the Supplemental Agreement. Additional Material Requirements does not include material for the correction of Contractor responsible defects. Adjustments in contract price by reason of Additional Material Requirements shall not include any amount of cost of delay or disruption of work performed under this contract, any other Government contract or any other work in process for the Government. Additionally, the delivery schedule under this contract or any other Government contract shall not be extended by reason of, or as result of, these Additional Material Requirements.

PROVISIONED ITEMS ORDER CLIN 0026: ADDITIONAL LABOR REQUIREMENTS FY09 SERVICE LIFE EXTENSION PROGRAM (SLEP) AVAILABILITY FOR LCAC 67 (SCN)

PROVISIONED ITEMS ORDER CLIN 0027: ADDITIONAL LABOR REQUIREMENTS FY09 SERVICE LIFE EXTENSION PROGRAM (SLEP) AVAILABILITY FOR LCAC 70 (SCN)

IF EXERCISED, PROVISIONED ITEMS ORDER CLIN 0028: ADDITIONAL LABOR REQUIREMENTS FY09 SERVICE LIFE EXTENSION PROGRAM (SLEP) AVAILABILITY FOR LCAC 71 (SCN)

If ordered, the Contractor shall perform Additional Labor Requirements in support of the LCAC FY09 SLEP requirements to permit up to an additional 25,000 man hours of labor per FY09 SLEP Craft, under this contract. The amount listed is only a provisional amount and does not represent a commitment that the Government will order any or all of these man hours.

Additional Labor Requirements are defined as any work authorized by the Contracting Officer that is required to support the LCAC SLEP procurement effort within the scope of this contract without causing delay or disruption to the work performed under this contract, any other Government contract, or any other work in process for the Government. These requirements are over and above those specified in Section C and the labor to satisfy the requirements listed in each SLEP LCAC’s Specification For Work To Be Accomplished, incorporated in Attachment J-1 entitled “Technical Data Package for FY08 LCAC SLEP and Option FY09 LCAC SLEP”. Orders for this effort shall be placed in accordance with the General Requirement in Section C of this contract entitled “PROVISIONED ITEMS ORDERS (NAVSEA) (APR 1999)”.

In accordance with Special Contract Requirement H-15 entitled “ADDITIONAL GOVERNMENT REQUIREMENTS – PIO CLINs 0020 THROUGH 0031”, the Contractor is required to bid a fully loaded man-hour labor rate (including profit, QA, supervision, support functions, all indirect costs and any other charge whatsoever) for each LCAC Craft. This rate shall be the rate for pricing changes negotiated under Special Contract Requirement H-15 entitled “ADDITIONAL GOVERNMENT REQUIREMENTS – PIO CLINs 0020 THROUGH 0031. Material costs will not be included in the Additional Requirements Labor rate.

As used here, the term, “Additional Labor Requirements” means work under this contract, ordered by the Contracting Officer pursuant to the procedures of the clause of this contract entitled, “PROVISIONED ITEMS ORDERS (NAVSEA) (APR 1999)” and as mutually agreed upon by parties under the Supplemental Agreement. Additional Labor Requirements does not include performance of work for the correction of Contractor responsible defects. Adjustments in contract price by reason of Additional Labor Requirements shall not include any amount of cost of delay or disruption of work performed under this contract, any other Government contract or any other work

in process for the Government. Additionally, the performance schedule under this contract or any other Government contract shall not be extended by reason of, or as result of, these Additional Labor Requirements.

PROVISIONED ITEMS ORDER CLIN 0029: ADDITIONAL MATERIAL REQUIREMENTS FY09 SERVICE LIFE EXTENSION PROGRAM (SLEP) AVAILABILITY FOR LCAC 67 (SCN)

PROVISIONED ITEMS ORDER CLIN 0030: ADDITIONAL MATERIAL REQUIREMENTS FY09 SERVICE LIFE EXTENSION PROGRAM (SLEP) AVAILABILITY FOR LCAC 70 (SCN)

IF EXERCISED, PROVISIONED ITEMS ORDER CLIN 0031: ADDITIONAL MATERIAL REQUIREMENTS FY09 SERVICE LIFE EXTENSION PROGRAM (SLEP) AVAILABILITY FOR LCAC 71 (SCN)

If ordered, the Contractor shall perform Additional Material Requirements in support of the LCAC FY09 SLEP requirements to permit up to an additional [REDACTED] of material per FY09 SLEP Craft, under this contract. The amount listed is only a provisional amount and does not represent a commitment that the Government will order any or all of these material dollars.

Additional Material Requirements are defined as any material authorized by the Contracting Officer that is required to support the LCAC SLEP procurement effort within the scope of this contract without causing delay or disruption to the work performed under this contract, any other Government contract, or any other work in process for the Government. These requirements are over and above those specified in Section C and the material to satisfy the requirements listed in each SLEP LCAC's Specification For Work To Be Accomplished, incorporated in Attachment J-1 entitled "Technical Data Package for FY08 LCAC SLEP and Option FY09 LCAC SLEP". Orders for this effort shall be placed in accordance with the Special Contract Requirements in Section C of this contract entitled "PROVISIONED ITEMS ORDERS (NAVSEA) (APR 1999)". Additional charges, i.e., burdens, profit and handling, shall be negotiated when the orders are agreed to.

In accordance with Special Contract Requirement H-15 entitled [REDACTED] ADDITIONAL GOVERNMENT REQUIREMENTS – PIO CLINs 0020 THROUGH 0031", the [REDACTED] for each FY09 LCAC for Additional Material Requirements represents the Government's estimate of material cost that may be added to the contract for each FY09 SLEP LCAC.

As used here, the term, "Additional Material Requirements" means material under this contract, ordered by the Contracting Officer pursuant to the procedures of the clause of this contract entitled, "PROVISIONED ITEMS ORDERS (NAVSEA) (APR 1999)" and as mutually agreed by parties under the Supplemental Agreement. Additional Material Requirements does not include material for the correction of Contractor responsible defects. Adjustments in contract price by reason of Additional Material Requirements shall not include any amount of cost of delay or disruption of work performed under this contract, any other Government contract or any other work in process for the Government. Additionally, the delivery schedule under this contract or any other Government contract shall not be extended by reason of, or as result of, these Additional Material Requirements.

#### 1.0 LCAC INDUCTION AND DELIVERY SCHEDULE (Applicable to ITEMS 0001-0003 and 0006-0008)

The Contractor shall induct LCAC into the SLEP availability, complete all Navy authorized work on the LCAC, and deliver the LCAC as specified in Section F.

## 2.0 NAVSEA STANDARD ITEMS

(Applicable to ITEMS 0001-0003; 0006-0008; and 0014-0031)

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

<http://www.sermc.surfor.navy.mil/SSRAC1/standard.htm>

b. The current NAVSEA Standard Items applicable to this contract and which may be invoked in the work items are listed in the Index of each SLEP LCAC's Specifications For Work To Be Accomplished, incorporated in Attachment J-1 entitled "Technical Data Package for FY08 LCAC SLEP and Option FY09 LCAC SLEP" of Section J.

c. Category II Standard Items are part of each LCAC's Specifications For Work To Be Accomplished when invoked and/or referenced in individual work items. Based on Place of Performance of the LCAC SLEP availability, Category I Standard Items are applicable to each LCAC's Specifications For Work To Be Accomplished, as appropriate, without further reference as listed in Attachment J-17 entitled "Applicability of Category I Standard Items Based on Place of Performance of SLEP Availability."

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

(Applicable to ITEMS 0001-0003 and 0006-0008)

a. GFP Incorporation. GFP provided to the Contractor for incorporation into the LCAC during each LCAC's SLEP availability is addressed in Special Contract Requirement H-5 entitled "GOVERNMENT-FURNISHED PROPERTY (INCORPORATION) (SEP 1990)." The GFP addressed in Special Contract Requirement H-5 takes precedence over any and all listings of GFP for incorporation listed in each SLEP LCAC's Specifications For Work To Be Accomplished, incorporated in Attachment J-1 entitled "Technical Data Package for FY08 LCAC SLEP and Option FY09 LCAC SLEP".

b. GFP Performance. GFP provided to the Contractor to assist in the performance of LCAC SLEP availabilities is listed in Special Contract Requirement H-6 entitled "GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)." The GFP listed in Special Contract Requirement H-6 takes precedence over any and all listings of GFP for performance listed in each SLEP LCAC's Specifications For Work To Be Accomplished, incorporated in Attachment J-1 entitled "Technical Data Package for FY08 LCAC SLEP and Option FY09 LCAC SLEP".

## 4.0 CONTRACTOR-FURNISHED EQUIPMENT (INCORPORATION) LISTING

(Applicable to ITEMS 0001-0003 and 0006-0008)

a. Material incorporated in LCAC craft in the performance of SLEP is that material provided by the Government as Government-Furnished Property (GFP), addressed in Special Contract Requirement H-5 entitled "GOVERNMENT-FURNISHED PROPERTY (INCORPORATION) (SEP1990)" and that material, equipment, or components provided by the Contractor defined as Contractor-Furnished Equipment (Incorporation), CFE (Incorporation).

b. Attachment J-7 entitled "List of Contractor-Furnished Equipment (Incorporation)" contains a listing of CFE (Incorporation) items that are required for each SLEP LCAC. The listing is provided to assist the Contractor in

identifying CFE (Incorporation) items that are listed on the various drawings provided in the Attachment J-1, Technical Data Package. The data package work items, drawings, craft alts and AERs listed in Attachment J-7 more fully describe the work and contain additional information that may be required to make or buy the items. In some cases Attachment J-7 provides a different material or material fabrication approach to that identified in the applicable drawing for a specific item. In these cases either Attachment J-7 or the drawings may be followed. In other cases the Attachment J-7 listing includes representative material items (indicated by an asterisk in Attachment J-7) which are derived from reservations listed in the work items and can only be finalized after post-award inspection of the craft. For example, on craft 41, Work Item 110-21-001 Para. 3.3.4 requires the installation of 200 linear feet of new structural stiffeners without specifying dimensions. The Attachment J-7 list designates 200' of a 2.2" X 4" X .125" extrusion Tee as a representative structural stiffener. The actual dimensions of the stiffeners required may vary and can only be determined after inspection of the craft. It should be noted that the Attachment J-7 listing does not contain information on consumable and incidental items that may be required to complete SLEP. The contractor shall provide consumable items such as O-rings, rivets and filter elements, which are required to be replaced as necessary to perform the work as specified by the SLEP work specifications. These items are not listed in Attachment J-7. Additionally, the contractor shall supply all necessary shop supplies and tooling (with the exception of the government provided items in H-6, (GOVERNMENT FURNISHED PROPERTY (PERFORMANCE))).

#### 5.0 UNIQUE ITEM IDENTIFIER (UID)

(Applicable to ITEMS 0001-0003; 0006-0008; and 0014-0031)

a. The Contractor shall provide unique item identification or a DoD recognized unique identification equivalent, in accordance with DFARS 252.211-7003 entitled "ITEM IDENTIFICATION AND VALUATION (JUN 2005), for all new Contractor Furnished Equipment (CFE) installed in each LCAC SLEP craft, that –

(1) has an acquisition cost of \$5,000 or more, or

(2) is an item marked for UID requirements in Attachment J-7, entitled "List of Contractor-Furnished Equipment (Incorporation)".

b. The Contractor shall provide UID reports in accordance with Attachment J-2, entitled "Contract Data Requirements List, DD Form 1423 – Exhibits A and B," CDRL B006.

#### 6.0 MATERIAL PROTECTION, STORAGE, SHIPMENT, AND REPORTING

(Applicable to ITEMS 0001-0003; 0006-0008; and 0014-0031)

a. The Contractor shall store, handle and maintain GFP (Incorporation) items, GFP (Performance) items, and CFE (Incorporation) items intended for use or installation in SLEP LCACs in a manner that does not degrade the intended use of the item. The Contractor shall store GFP (Performance) items, GFP (Incorporation) items, equipment and components removed from LCAC craft that will be reinstalled as part of the SLEP availability, CFE (Incorporation) items, and items removed from LCAC craft that will not be reinstalled as part of the SLEP availability or have specific disposition instructions in Work Items (Group 2 material) in storage areas that protect the equipment and components from adverse environmental exposure including that caused by nearby operating LCACs.

b. The Contractor shall segregate, clean and store as described in paragraph (a) above, until turnover to the Government, Group 2 material. When directed by the Government:

(1) For SLEP availabilities conducted at ACU 4, when directed by the Supervisor, the Contractor shall turn over Group 2 material to the Government at the Assault Craft Unit Four; or

(2) For SLEP availabilities conducted at the Contractor's facility, when directed by the Supervisor, the Contractor shall package and ship (by Government Bill of Lading (GBL)) the equipment and components to Assault Craft Unit 4. Craft sets of lift system skirt material, not to be reused on SLEP LCACs, shall be packaged and shipped (by GBL) separately from other equipment and components.

c. In addition to Contractor submittal of the Attachment A forms to Standard Item 009-21, Logistics and Technical Data, the Contractor shall also develop and maintain an inventory database in Microsoft Excel spread sheet format of Group 2 material. The inventory database for each craft shall contain the following: Description/nomenclature (60 character/digit data field), Serial Number (25 character/digit data field), and Quantity (2 character/digit data field), and include data fields for date of turn over or shipment to the Government as applicable, receiving Government activity, and point of contact at receiving Government activity reflecting turn over of the permanently removed equipment and components. For each SLEP LCAC, the Contractor shall provide a report in electronic and hardcopy format, in accordance with Attachment J-2, entitled "Contract Data requirements List, DD Form 1423 – Exhibits A and B," CDRL B005.

#### 7.0 PRE-INDUCTION SURVEY

(Applicable to ITEMS 0001-0003 and 0006-0008)

a. The Contractor shall conduct, with Government assistance as necessary, a pre-induction survey of each LCAC. The purpose of the pre-induction survey is to ascertain any changes to the craft material condition requiring unanticipated growth in areas already bid under the work items quoted in the following Sub-Line Items (SLINs), as appropriate:

(1) For SLEP Availabilities conducted at ACU 4: SLIN 0001AA, 0002AA, and if exercised, Option SLINs 0001AB, 0001AC, 0002AB, 0002AC, 0003AA, 0003AB, 0003AC, 0006AA, 0006AB, 0006AC, 0007AA, 0007AB, 0007AC, 0008AA, 0008AB, and 0008AC.

(2) For SLEP Availabilities conducted at the Contractor's Facility: SLIN 0001AA, 0002AA and if exercised, Option SLINs 0001AB, 0001AC, 0002AB, 0002AC, 0003AA, 0003AB, 0003AC, 0006AA, 0006AB, 0006AC, 0007AA, 0007AB, 0007AC, 0008AA, 0008AB, and 0008AC.

b. For SLEP Availabilities conducted at ACU 4, the Contractor shall conduct the pre-induction survey for each craft after contract award or after Option exercise date, as appropriate, commence no earlier than 45 days prior to craft induction into the SLEP availability and be completed prior to craft induction into the SLEP availability. Scheduling of these surveys shall be coordinated with the Supervisor.

c. For SLEP Availabilities conducted at the Contractor's Facility, the Contractor shall conduct a pre-induction survey for each craft after contract award or after Option exercise date, as appropriate, commence no earlier than 45 days prior to the craft's Contractor Transport Pickup Date from ACU 4 and be completed prior to date of craft transport to the Contractor's Facility. Scheduling of these surveys shall be coordinated with the Supervisor.

d. The Contractor shall develop a procedure for documenting and submitting reports of candidates for growth work based on the pre-induction survey. Each report shall be serialized and shall provide sufficient information to enable the Government to determine a course of action for disposition of candidate work. Reports shall, as a minimum, identify the craft, craft system and sub-system, component, related work item, background, recommendations for disposition, and a rough order of magnitude cost estimate of the scope of work necessary to implement any



recommendations. The reports shall indicate, specifically, the Controlling Work Item on the SLEP availability critical path affected by any candidate for growth work and provide impact to the schedule.

e. The Contractor shall identify and report, in accordance with Attachment J-2, entitled "Contract Data Requirements List, DD Form 1423 – Exhibits A and B," CDRL A037, any candidates for growth work not later than 30 days after completion of each craft's pre-induction survey.

## 8.0 DELIVERY OF DATA

(Applicable to ITEMS 0001-0003; 0006-0008; and 0014-0031)

a. All data required by Attachment J-2, entitled Contract Data Requirements List, DD Form 1423-Exhibits A and B, shall be delivered to the Supervisor.

b. The Contractor shall enter specified Contract Data Requirements List, CDRL, data submissions, identified in CDRL BLK 14-DISTRIBUTION and BLK-16 REMARKS, into the LCAC Integrated Data Environment (LCAC IDE). The LCAC IDE is an existing Integrated Data Environment (IDE) that is currently operational within PMS377J. The LCAC IDE will be accessible to the Contractor through the Internet. It will require 128-bit encryption software at the Contractor's access points. For those CDRL deliverables identified in Attachment J-2 to be entered into LCAC IDE, all, or any portion of the CDRL submittal shall be developed in a digital form compatible with requirements stated herein.

c. The Contractor shall designate two personnel for access to the LCAC IDE. The two designated Contractor personnel will be provided LCAC IDE training at the Contractor's facility by a PMS377J designated individual. The Contractor will be contacted to establish the training date(s) after contract award. Training is desired to occur within thirty (30) days after contract award. Prior to the training session, the Contractor will be contacted concerning initiation and completion of Contractor access requirements to the LCAC IDE.

d. NAVSEA provides a 24/7 Help Desk for the LCAC IDE that is accessible through the Internet, at [HelpDesk@netideasinc.com](mailto:HelpDesk@netideasinc.com), or call center at 1-877-742-3725 (toll free in the U.S.) or 1-856-866-3802. PMS377J maintains an LCAC Office Level Systems Administrator (OLSA) for assistance with issues and any problems that may arise during normal working hours 8/5.

## 9.0. MPAS AND LPAS TRAINING

(Applicable to ITEMS 0001-0003 and 0006-0008)

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

## 10.0 GAS TURBINE ENGINE SERVICE RECORDS

(Applicable to ITEMS 0001-0003 and 0006-0008)

a. The Contractor shall maintain the gas turbine engine (TF40B, ETF40B, and T-62) service records for each LCAC in the SLEP availability. The Contractor shall report gas turbine engine service record data using WEBLOG in accordance with Attachment J-2 entitled "Contract Data requirements List, DD Form 1423 – Exhibits A and B," CDRL A038.

b. Contractor personnel designated to report gas turbine engine service record data shall attend a one-day training session on WEBLOG. The training will be provided by NSWC Philadelphia at Assault Craft Unit Four or at the Contractor's Facility, as appropriate. The training session, coordinated by the LCAC Program Office, PMS377J, will be conducted after contract award and prior to the first LCAC being inducted into SLEP. During the training session, the Contractor will be provided the documentation for implementation of WEBLOG.

#### 11.0 TENSION FABRIC SHELTER (TFS) AT ACU FOUR (Applicable to ITEMS 0001-0003 and 0006-0008)

##### a. Tension Fabric Shelter (TFS):

(1) A three-craft capacity (3-bay) TFS, as described in Attachment J-3 entitled "Description of Government-Provided Tension Fabric Shelter (TFS) at ACU 4 and Contractor Required Services for the TFS", will be available for Contractor use at ACU 4. The availability of the bays in the TFS at ACU 4 is specified in Additional Requirement F-3 entitled "Tension Fabric Shelter (TFS) Bay Availability."

(2) The Contractor shall provide the services to support their SLEP work in the TFS, as described in Attachment J-3 entitled "Description of Government-Provided Tension Fabric Shelter (TFS) at ACU 4 and Contractor Required Services for the TFS", to support the SLEP availabilities at ACU 4 no later than the induction date of the first FY08 SLEP LCAC availability until the TFS is vacated under the terms of Section F.

(3) The Contractor shall be responsible for maintenance of the TFS, as described in Attachment J-3 entitled "Description of Government-Provided Tension Fabric Shelter (TFS) at ACU 4 and Contractor Required Services for the TFS", beginning seven (7) calendar days prior to induction and ending when the TFS is vacated under the terms of Section F. On vacating the TFS, the Contractor shall restore the TFS to its original condition and configuration, except for Government approved modifications.

(4) Entering the TFS: For FY08 SLEP LCACs, the Contractor will have seven (7) days prior to induction for setup of contractor-provided material and equipment inside the TFS. Once the craft is inducted, the Contractor shall have full working access to the TFS bay (See Attachment J-3 entitled "Description of Government-Provided Tension Fabric Shelter (TFS) at ACU 4 and Contractor Required Services for the TFS") for each entering SLEP LCAC for a maximum period of fourteen (14) months from craft induction for FY08 SLEP LCACs and for twelve (12) months from craft induction for FY09 SLEP LCACs. Additional Requirement F-4 entitled "TENSION FABRIC SHELTER (TFS) VACANCY DATES, indicates the time period, from craft induction date to TFS Bay Vacancy Date, for a SLEP craft in a TFS bay.

(5) Vacating the TFS: For FY08 SLEP LCACs (or FY09 if options are exercised) the Contractor shall remove contractor-provided services and equipment and vacate each bay of the TFS no later than three (3) days after the respective TFS Bay Vacancy Dates as specified in Additional Requirement F-4 entitled "Tension Fabric Shelter (TFS) Bay Vacancy Dates." All pertinent information pertaining to induction and vacancy dates is located in the FY08/FY09 SLEP Availabilities of Additional Requirement F-4. All Contractor-provided services and equipment

must be removed from the ACU 4 TFS no later than three (3) days after the respective TFS Bay Vacancy Dates for each craft.

(6) Considering that SLEP work from successive contracts may take place simultaneously within the TFS, the SLEP contractor is to ensure that their work and services do not encroach on the work area assigned to either a previous or subsequent contract.

b. Corresponding Laydown Area and Material Receipt Area

(1) Entering the Laydown and Material Receipt Areas: For FY08 SLEP LCAC, the contractor will have seven (7) days prior to induction to setup any needed equipment and supplies within the lay down and material receipt areas provided. Laydown and material receipt area is provided in three successive increments, each increment corresponding to the induction of each FY08 SLEP LCAC. The Contractor will be assigned each corresponding section of lay down and material receipt area concurrent with each SLEP LCAC FY08 craft entering a TFS bay. Of the total space for lay down and material receipt area, as specified in Special Contract Requirement H-6 entitled GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990), space will be provided in increments of approximately one-third (1/3) of the total as each TFS bay is made available. (Note: Should the option for the third FY08 craft not be exercised, the third increment of space will still be provided based on the induction schedule of the third FY08 craft.)

(2) Vacating the Laydown and Material Receipt Area: For FY08 (or FY09 if options exercised) the Contractor will need to begin, if they have not already started, reducing the utilized sections of lay down and material receipt area fourteen (14) days prior to the TFS vacancy dates of the FY08 LCACs (or FY09 if option exercised). Similar to entering this area, reduction of laydown and material receipt area should be approximately one-third (1/3) of the total area within the utilized work space for each of the first two craft having vacated the TFS. The remaining one-third (1/3) will still be in use until delivery of the third craft. All contractor-provided services and equipment must be removed from the laydown and material receipt area no later than three (3) days after the delivery of the last FY08 SLEP LCAC (or last FY09 SLEP LCAC, if option(s) exercised).

c. ACU-4 Inspection After Delivery of Final SLEP LCAC FY08 (or FY09, if option(s) exercised): After the final FY08 SLEP LCAC (or FY09, if options exercised) is delivered, the Contractor shall support an inspection conducted by the Government of the TFS, laydown and material receipt areas and all other work, storage, service and parking areas used by the Contractor. The purposes of this inspection are to ensure that all Government Property on loan to the Contractor has been returned to the Government, all Group 2 equipment and material has been turned over to the Government, all Contractor property and services have been removed, and the TFS restored per paragraph 11.0, TENSION FABRIC SHELTER (TFS) AT ACU FOUR. See Section C, 6.0 MATERIAL PROTECTION, STORAGE, SHIPMENT, AND REPORTING, for further details. The inspection shall be scheduled in accordance with ADDITIONAL REQUIREMENT F-5, SITE INSPECTION.

## 12.0 INSURV TRIAL

(Applicable to ITEMS 0001-0003 and 0006-0008)

a. Contractor support requirements for the INSURV (Board of Inspection and Survey) Trial for each LCAC undergoing the SLEP availability are listed in Specification Work Item 980-11-001, INSURV Support. The following provides additional Contractor requirements for INSURV Trial scheduling, preparation and distribution of the INSURV Trial Agenda, and preparation for and conduct of the INSURV Trial at ACU 4 or at the Contractor's Facility, as applicable.

b. INSURV Trial Scheduling

(1) The Contractor shall schedule a four (4) working-day period after completion of Work Item No. 982-31-001, Craft Runway Trial and Craft Harbor Trial, and prior to the craft acceptance date for SLEP availabilities, craft Delivery Date at ACU 4 or the Preliminary Acceptance Date at Contractor's Facility, as appropriate, for the conduct of the INSURV trial and the deficiency screening. The Contractor shall, as far in advance as possible, but no later than 60 days prior to the scheduled date for the INSURV trial for each LCAC prepare and submit a notification of INSURV trial dates in accordance with Attachment J-2 entitled "Contract Data requirements List, DD Form 1423 – Exhibits A and B," CDRL A044.

(2) The Contractor shall schedule a minimum of 14 days between the satisfactory completion of the INSURV Trial and the craft delivery date for SLEP availabilities conducted at ACU 4 or the craft preliminary acceptance date for SLEP availabilities conducted at the Contractor's Facility, as applicable. During this period, the Contractor shall satisfactorily correct any remaining previously identified Contractor responsible deficiencies, including those deficiencies discovered during the INSURV Trial and screened as Contractor responsible deficiencies.

c. Preparation and Distribution of the INSURV Trial Agenda

(1) The Contractor shall prepare an updated INSURV Trial Agenda, Attachment J-4, for each LCAC undergoing SLEP in accordance with Attachment J-2 entitled "Contract Data requirements List, DD Form 1423 – Exhibits A and B," CDRL A043.

(2) The Contractor shall provide copies of the approved INSURV Trial Agenda to the INSURV Trial Board Members at the Preliminary Conference held the first day of the INSURV Trial.

(3) Prior to INSURV Trial, the Contractor shall certify, in accordance with Attachment J-2 entitled "Contract Data requirements List, DD Form 1423 – Exhibits A and B," CDRL A045, to the Supervisor that the craft is ready for trials.

d. Contractor Supplemental INSURV Trial Requirements for SLEP Availabilities Conducted Assault Craft Unit Four (ACU 4).

(1) The Navy will provide assistance to the Contractor in the preparation and the conduct, including provision of a qualified LCAC operating crew, of the INSURV Trial for each SLEP LCAC at ACU 4.

(2) Attachment 5 entitled "Navy and Contractor Requirements for Support of INSURV Trials for Each SLEP LCAC at Assault Craft Unit Four", lists specific requirements for the Navy and the Contractor concerning the INSURV Trial Agenda, Attachment J-4. The Contractor shall support the INSURV Trial Agenda of SLEP LCACs at ACU 4 in accordance with the Contractor assignments listed in Attachment 5. The Navy will be responsible for the Navy assigned items listed in Attachment 5.

(3) In preparation for the INSURV Trial of each SLEP LCAC, the Contractor shall:

(a) Ensure all Contractor responsible Work Items and test requirements are completed and all Contractor responsible Work Item and test deficiencies are completed satisfactorily prior to the INSURV Trial.

(b) Ensure that Contractor temporary rigging, industrial equipment, and debris have been removed from the craft before the INSURV Trial.

(c) Schedule a 10 (ten) working-day period after completion of Work Item No. 982-31-001, Craft Runway Trial and Craft Harbor Trial, to be completed just prior to conduct of the INSURV trial under Work Item No. 980-11-001, INSURV Support, for accomplishing craft preparations for INSURV trial. During this ten (10) working-day period, ACU 4 and the Contractor shall conduct assigned actions for craft preparation listed in Attachment J-5 entitled "Navy and Contractor Requirements for Support of INSURV Trials for Each SLEP LCAC at Assault Craft

Unit Four". ACU 4 will have primary access to the LCAC during this period. Prior to the commencing craft preparations for INSURV trial, ACU 4 and the Contractor will agree to a work schedule for completing assigned actions.

e. Contractor Supplemental INSURV Trial Requirements for SLEP Availabilities Conducted at the Contractor's Facility

(1) The Contractor shall be responsible for all preparations and conduct of the INSURV Trial for each SLEP craft in accordance with the approved INSURV Trial Agenda, Attachment J-4. The Navy will provide INSURV Trial Team members who conduct inspections and witness LCAC operation in accordance with INSURVINST 4730.1E.

(2) In support of the INSURV Trial of each SLEP craft, the Contractor shall:

- (a) Provide an organization suitable for the administration, supervision, and conduct of the INSURV Trial.
- (b) Provide support craft services, dockside personnel, and other services as necessary to launch and recover the LCAC craft.
- (c) Provide a competent trial crew including LCAC craft operator possessing a valid U. S. Coast Guard ocean operator's license for the appropriate tonnage vessel, Contractor LCAC qualified craft engineer, and LCAC radar operator/navigator possessing a valid U. S. Coast Guard radar operator's license (unlimited) or Contractor crew currently certified as U. S. Navy qualified per LCAC SEAOPS Manual S9LCA-AA-SSM-030.
- (d) Obtain frequency authorization from the Federal Communications Commission (FCC) for the use of commercial ship-to-ship and ship-to-shore channels.
- (e) Operate the LCAC and its machinery, equipment, and systems in a safe manner and in accordance with LCAC SEAOPS Manual S9LCA-AA-SSM-030.
- (f) Perform tests, record data, and compute trial performance and results. Trial data shall be made readily available to Government observers, and trial results shall be posted in the Trial Coordination Center.
- (g) Operate the LCAC in navigable waters and land sites suitable for collection of data required by the approved Trial Agenda.
- (h) Provide stand-by transportation between craft and shore during the at-sea portion of the INSURV Trial.
- (i) Furnish all fuel and other materials required to operate the LCAC for the INSURV Trial.
- (j) Complete the following prior to the INSURV Trial:
  - 1. Inspect the LCAC's test site to ensure that no conditions exist that could damage the LCAC's components or structure.
  - 2. Ensure that firefighting systems have been completely installed, tested, and placed in operating condition before the craft is fueled.
  - 3. Ensure that alarm systems have been tested and operative.
  - 4. Ensure that gages and safety devices have been checked and all final adjustments completed.

5. Ensure that temporary rigging, industrial equipment, and debris have been removed from the craft before trials. Paint shall be dry at time of trials. Operating tests of all systems whose malfunctioning could jeopardize the safety of the craft shall have been completed satisfactorily. The following systems shall be completely installed, tested, and in operating condition at the time of INSURV Trial:

- a. Alarms and safety devices
- b. Emergency anchor gear
- c. Damage control systems
- d. Electrical craft service generating and distribution system
- e. Firefighting systems
- f. Heating, Ventilation, and Air Conditioning (HVAC) systems
- g. Interior communication systems
- h. Propulsion systems
- i. Radio and navigation systems
- j. Steering and control system
- k. Skirt system

6. Ensure the LCAC is in a state of material readiness for any emergency possible at sea. The minimum readiness shall include:

a. CO<sub>2</sub> inflatable lifeboats shall be properly stowed, and provisioned and the CO<sub>2</sub> bottles shall have been checked as prescribed by the Naval Ships' Technical Manuals (NSTM).

b. Inflatable lifeboats shall be provided in sealed fiberglass containers.

c. The Contractor shall verify that the lifeboats have been inspected within 12 months prior to craft delivery. The Contractor shall notify the Government if lifeboats require a recertification.

d. Emergency radios shall be onboard and stowed during trials.

e. Life rings and float lights shall be in stowage brackets.

f. Life jackets for all personnel embarked plus 5 percent spares, or 1, whichever is greater, shall be onboard and properly distributed in readily accessible areas.

g. Emergency escape breathing devices, and any other personnel-escape or protective devices, provided by the Government or required to be furnished by the Contractor, shall be onboard and properly stowed.

h. Medical equipment shall be stowed onboard and accessible for immediate use during the trial.

i. Fire fighting and damage control equipment shall be onboard and properly stowed for the trials.

j. All portable damage control equipment (except that for Nuclear, Biological, and Chemical (NBC defense)) that has been furnished by the Government shall be onboard and properly stowed.

k. Fire and abandon ship bills shall be prepared, and underway drills held, as part of INSURV Trial preparation.

l. All navigation-at-sea devices and equipment shall have been tested and be onboard.

m. All compartments shall have been completed and satisfactorily tested.

n. All main subdivision bulkheads and all watertight decks shall have been completed and tested.

7. The conditions of readiness as stated above and that the craft is ready for trials shall be certified to the Supervisor by the Contractor prior to the start of INSURV Trial in accordance with Attachment J-2 entitled "Contract Data requirements List, DD Form 1423 – Exhibits A and B," CDRL A045 .

### 13.0 SHIP DEPARTURE REPORT

(Applicable to ITEMS 0001-0003; 0006-0008; and 0020-0031)

The Contractor shall prepare and submit a Ship Departure Report for each craft undergoing SLEP. The Ship Departure Report shall contain information in general accordance with Attachment B of NAVSEA Standard Item 009-99, Ship Departure Report, as modified herein and shown in Attachment J-18, entitled "Ship Departure Report".

a. Ship Departure Report general requirements:

(1) Each Work Item shall be listed as a separate line item.

(2) The data presented in the report shall be bid price and actual expenses incurred.

(3) The multi-column heading "CLASS "C" ESTIMATES" of Attachment B of NAVSEA Standard Item 009-99 shall be replaced with "BID PRICE". BID PRICE shall be the sum of Contractor and, if applicable, subcontractor data under the column headings HOURS, LABOR \$, and CFM \$'s. TOTAL \$'s shall be the sum of the Labor \$'s and the CFM \$'s.

(4) The multi-column heading "ACTUAL EXPENSES" of Attachment B of NAVSEA Standard Item 009-99 shall be replaced with "ACTUAL EXPENSES (INCLUDING GROWTH WORK) INCURRED". Breakouts of subcontractor labor costs and material costs are required. Separate Contractor and subcontractor data shall be provided under the appropriate column headings HOURS, LABOR COST \$, CFM COST \$, AND TOTAL \$. Data entries under the column heading "PRIME + SUB TOTAL \$" shall be the sum of the "TOTAL \$" of the Contractor and the subcontractor.

(5) ACTUAL EXPENSES (INCLUDING GROWTH WORK) INCURRED for each Work Item shall include that of the original Work Item and, if applicable, separate entries for each growth item approved as a contract change to the Work Item. Growth items shall be identified with specific contract modification number and RCC designation.

(6) Data under the column heading "% TO BID PRICE" shall be the ratio of the "PRIME + SUB TOTAL \$" divided by the "TOTAL \$" of the bid price expressed in per cent.

(7) Subcontractor data shall indicate the total of all subcontractor data under the appropriate column heading if more than one subcontractor supports a Work Item, and if applicable, a growth item.

(8) The Ship Departure Report shall include data defined in paragraph 13.0 subparagraphs a. (1) through a. (7) above for new Work Items added to a craft's SLEP Specification.

b. The format of the Ship Departure Report is provided in Attachment J-18 entitled "Ship Departure Report". Each craft's Ship Departure Report shall be submitted in hard copy and electronic (spreadsheet) format in accordance with Attachment J-2 entitled "Contract Data requirements List, DD Form 1423 – Exhibits A and B," CDRL A034

### 14.0 SITE INSPECTION

(Applicable to ITEMS 0001-0003 and 0006-0008)

For SLEP availabilities at Assault Craft Unit Four and upon vacating the Tension Fabric Shelter (TFS) per Section F Additional Requirement F-4, Tension Fabric Shelter (TFS) Vacancy Dates, the Contractor shall support an inspection conducted by the Government of the TFS and other work, storage, service, and parking areas used by the Contractor. The purposes of this inspection are to ensure that all Government Property on loan to the Contractor has

been returned to the Government, all Group 2 equipment and material has been turned over to the Government, all Contractor property and services have been removed, and the TFS restored per paragraph 11.0 above. The inspection shall be scheduled in accordance with Section F Additional Requirement F-5, Site Inspection.

#### 15.0 LCAC SLEP QUARTERLY PROGRESS MEETINGS

(Applicable to ITEMS 0001-0003; 0006-0008; and 0014-0031)

a. The Contractor shall support Quarterly Progress Meetings (QPMs) to be held alternately at SLEP availability Place of Performance and at the LCAC Program Office, PMS377J, in Washington, DC.

b. The purpose of the QPM is for the Contractor to report on progress of the LCACs undergoing SLEP. In support of the QPMs, the Contractor shall:

(1) Develop and provide a meeting agenda to the LCAC Program Office, PMS377J, for review 30 days prior to each QPM in accordance with Attachment J-2 entitled "Contract Data requirements List, DD Form 1423 – Exhibits A and B," CDRL A039. A final agenda will be agreed to between the Contractor and the Government, no later than 20 days prior to each QPM.

(2) Prepare a QPM Report for each QPM consisting of:

(a) A SLEP availability status report that addresses progress, anticipated delays, manning, schedules, growth work, lessons learned, receipt of Government-furnished property/Contractor-furnished material, production problems, technical issues with the work items and the content of the LCAC Data Packages and other related matters for LCACs undergoing SLEP. SLEP availability status reports shall be submitted in hard copy and electronic format in accordance with Attachment J-2 entitled "Contract Data requirements List, DD Form 1423 – Exhibits A and B," CDRL A040.

(b) An Interim Ship Departure Report similar to format of the Ship Departure Report, paragraph 13.0 above, Ship Departure Report, reporting actual expenses for each SLEP LCAC. The data presented in the reports shall be the bid price and actual expenses incurred. The cut-off date for reporting the actual expenses incurred shall be no earlier than one week prior to each QPM. The Interim Ship Departure Reports shall have a limited distribution, in hard copy and electronic (spreadsheet) format to the Supervisor and to the PMS377J representative, in accordance with Attachment J-2 entitled "Contract Data requirements List, DD Form 1423 – Exhibits A and B," CDRL A040.

(3) Address all LCACs in SLEP under this contract at each QPM.

c. The requirement for the Contractor to support the QPMs replaces the requirement of the Contractor to participate in review conferences at the 25, 50, and 75 percent points of each LCAC SLEP availability, as listed in paragraph 3.10 of NAVSEA Standard Item 009-60, Schedule and Associated Reports.

#### 16.0 SPECIFICATION ITEM INSPECTION REPORTS REQUIRING APPROVAL BY THE SUPERVISOR

(Applicable to ITEMS 0001-0003 and 0006-0008)

Paragraph 3 of designated Specification Items contained within each LCAC's Specification For Work To Be Accomplished, Attachment J-1, requires the Contractor to accomplish inspections to determine defective hull, mechanical, or electrical/electronic components and to report inspection results including repair recommendations.



The Supervisor reviews the reports and provides authorization for repair work that may require the Contractor to procure items or material in order to accomplish the authorized work. To facilitate timely procurement of required items or material, the Contractor shall submit all inspection reports that are required to contain recommendations for repair to the Supervisor within 30 days of the start of the each LCAC's SLEP availability.

#### 17.0 SUPPLEMENTAL PRODUCTION SCHEDULE REQUIREMENTS

(Applicable to ITEMS 0001-0003; 0006-0008; and 0020-0031)

The Contractor shall be responsible for submitting reports required by NAVSEA Standard Item 009-60, Schedule and Associated Reports, in accordance with Attachment J-2 entitled "Contract Data requirements List, DD Form 1423 – Exhibits A and B," CDRL A018. NAVSEA Standard Item 009-60, Schedule and Associated Reports, is invoked in its entirety with the modifications specified in Attachment J-9, entitled "Supplemental Production Schedule Requirements".

#### 18.0 SHIPMENT BY THE GOVERNMENT OF CRAFT FOR SLEP UPGRADE FROM ACU 4 TO THE CONTRACTOR'S FACILITY

(Applicable to ITEMS 0001-0003 and 0006 -0008)

a. In the case of shipment of craft by the Government, the Government will deliver craft for SLEP upgrade to the Contractor's Facility to meet craft induction dates per Section F. Craft will be transported to the local area by Navy ship and flown to the Contractor's Facility by Navy crews. The Contractor shall provide the operational support necessary for the final approach and access to the ramp including ramp marshals and communications.

b. The Contractor shall conduct all normal post mission procedures including post mission washdown and preservation in accordance with Attachment J-8 entitled "Preservation and Lay-up of LCAC Craft at the Contractor's Facility".

c. The Contractor shall participate with Government representatives in an inventory of equipment shipped with the craft. Upon completion of documentation of the inventory of craft equipment, the Contractor shall take custody of the craft and craft equipment. Custody of the craft and equipment by the Contractor will be via DD Form 1149, REQUISITION AND INVOICE/SHIPPING DOCUMENT.

#### 19.0 SHIPMENT BY THE GOVERNMENT OF CRAFT COMPLETING SLEP UPGRADE FROM THE CONTRACTOR'S FACILITY TO ACU 4

(Applicable to ITEMS 0001-0003 and 0006 -0008)

a. The Contractor shall be responsible for reinstalling the craft equipment originally inventoried in accordance with paragraph 18.0 herein. The Contractor shall conduct preservation and lay-up of LCAC craft awaiting transportation to ACU 4 in accordance with Attachment J-8 entitled "Preservation and Lay-up of LCAC Craft at the Contractor's Facility".

b. Upon completion of SLEP upgrade the Contractor shall participate with Government representatives in an inspection of each craft and conduct an inventory of craft equipment. Upon completion of the craft inspection and craft equipment inventory, the Government will take delivery of the craft and craft equipment in accordance with the

requirements of Section F. Delivery of the craft and craft equipage to the Government will occur at the Contractor's Facility and will be via DD Form 250, MATERIAL INSPECTION AND RECEIVING REPORT.

c. Each craft shall be delivered with approximately 15,000 pounds of fuel. If the craft was turned over to the Contractor for the SLEP availability with less than 15,000 pounds of fuel onboard, the Government will address the additional fuel required to deliver the craft with approximately 15,000 pounds of fuel in a supplemental agreement(s) to the contract.

d. The Government will be responsible for transport of the craft from the Contractor's Facility subsequent to craft delivery.

## 20.0 SUPERVISOR / GOVERNMENT PERSONNEL FACILITIES

(Applicable to LCAC SLEP availabilities conducted at the Contractor's Facility)

(a) Personnel Office Space. Pursuant to the requirement entitled FAR 52.246-2 Inspection of Supplies –Fixed Price (Aug 1996) the Contractor shall provide facilities that are equal to those provided for his use for generally similar purposes. The Contractor shall provide suitable office facilities and services for five (5) personnel for the Supervisor and staff. Personnel office spaces shall be furnished as shown in the office space and equipment matrix below under the column heading Personnel Office Space. The personnel office spaces shall be provided with smoke detectors and keyed entry door locks. The personnel office spaces shall be located convenient to the craft, management and other Contractor Facility shops and offices.

(b) General Office Space and Equipment. The Contractor shall provide separate but adjacent office(s) and equipment for the reproduction of items such as plans, booklets, test memoranda, and allowance lists for the use of personnel designated in paragraph (a) above. These spaces shall be of adequate size for such purposes and shall be furnished with items listed in the office space and equipment matrix below under the column heading General Office Space. These spaces shall be maintained and stocked with supplies as needed. The general office spaces shall be provided with smoke detectors and keyed entry door locks.

(c) Habitability. Personnel offices and general office space shall be furnished and provided with lighting, ventilation, and temperature control (heating and air conditioning.). The Contractor shall furnish services for keeping the rooms and toilet facilities in order and clean, and toilet facilities shall include soap, toilet paper, and towels.

(d) Telephone Service. The Contractor shall provide and maintain telephones to the Contractor's telephone system and at least one private line per office space for calls to be direct dial, local and long distance (not through the shipyard switchboard). Voice mail capabilities shall be included with the telephone service. The Contractor shall include in the contract price the full cost of providing all telephone service (long distance and local). High speed internet connections that can accommodate Navy Marine Corps Internet (NMCI) configured computers shall be provided with at least one connection for each personnel office space and the general office space adjacent to the conference table.

(e) Parking Spaces. The Contractor shall provide lighted, secure parking spaces adjacent to the office to accommodate their normal occupants. Whether or not all the offices are located in one building, at least one spare parking space shall be provided for each group of spaces.

(f) Adjustments to Office Facilities. The office space and equipment matrix included herein, as may be modified from time to time under the provisions of this contract, sets forth the minimum acceptable rooms and furnishings. Furniture, desks, chairs, clothes lockers, drafting table and classified and unclassified file cabinets for cards, letters, plans and reports shall be furnished by the Contractor for the assigned rooms (including locks where

appropriate). For all items in the office space and equipment matrix included herein, if the Contractor does not already own these facilities and equipment, the Contractor shall rent the necessary equipment, unless the Contractor gains prior approval from the Contracting Officer to purchase equipment. The Contracting Officer may, by written notice to the Contractor, effect substitution, elimination or addition of the office facilities or services specified in this general requirement. If any such substitution, elimination or addition causes an increase or decrease in the Contractor's cost, an equitable adjustment shall be made, as appropriate, in accordance with the clause of this contract entitled "CHANGES--FIXED-PRICE" (FAR 52.243-1).

Office Space And Equipment Matrix

	Facility	Personnel Office Space	General Office Space
2-Drawer Pedestal Desk and Chair		4	
Double Pedestal Desk and Chair		1	
Drafting Table			1
5-Drawer File Cabinet-Legal Size with Locks			5
2-Drawer File Cabinet- Legal Size with Locks		5	
Telephone Line (Private)		5	
Telefax (w/ Separate phone line)			1
Parking Spaces Assigned (at office)	5		
Parking Spaces Assigned (at LCAC worksite)	2		
Conference Table (for 10 personnel)			1
Chairs (for Conference Table)			10
White Board			1
Clothes Locker			2
Book Case			3
Xerox or Similar Dry Copy Machine			1

(g) Date Facilities Required. The Contractor shall provide facilities for Supervisor/Government personnel as follows:

(1) No later than fifteen (15) days after date of Contract Award: Facilities for a total of two (2) Supervisor/Government personnel

(2) At Arrival Date of First LCAC for SLEP at Contractor’s Facility: Facilities for a total of three (3) Supervisor/Government personnel

(3) At Date Two (2) Months After Arrival of First LCAC for SLEP at Contractor’s Facility: Facilities for a total of five (5) Supervisor/Government personnel

21.0 DRAWING NOTES APPLICABILITY MATRIX

In some cases, drawing notes do not reference the FY08/FY09 SLEP craft even when that note is applicable to certain or all of the FY08/FY09 SLEP craft. See Attachment J-16 entitled “Drawing Notes Applicability Matrix” for information that updates the drawing applicability notes to include craft in this solicitation as appropriate.

**PART 2 – GENERAL REQUIREMENTS**

<b>REQ.</b>	<b>TITLE</b>
<b>C-1</b>	<b>ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983) (MODIFIED) (DEC 2005)</b>
<b>C-2</b>	<b>PROVISIONED ITEMS ORDERS – ALTERNATE II (NAVSEA) (APR 1999)</b>
<b>C-3</b>	<b>ACCESS TO VESSELS BY NON-U.S. CITIZENS (NAVSEA) ( JUN 1999)</b>
<b>C-4</b>	<b>ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)</b>
<b>C-5</b>	<b>DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA) (SEP 1990)</b>
<b>C-6</b>	<b>DISPOSAL OF SCRAP (NAVSEA) (OCT 1990)</b>
<b>C-7</b>	<b>EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)</b>
<b>C-8</b>	<b>EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)</b>
<b>C-9</b>	<b>GOVERNMENT SURPLUS PROPERTY (NAVSEA) (SEP 1990)</b>
<b>C-10</b>	<b>HEAVY WEATHER PLAN (NAVSEA) (JUN 1999)</b>
<b>C-11</b>	<b>RESERVED</b>
<b>C-12</b>	<b>MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)</b>
<b>C-13</b>	<b>PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)</b>
<b>C-14</b>	<b>QUALIFICATION OF CONTRACTOR NONDESTRUCTIVE TESTING (NDT) PERSONNEL (NAVSEA) (APR 2004)</b>
<b>C-15</b>	<b>SPECIFICATIONS AND STANDARDS (MODIFIED) (AUG 1994)</b>
<b>C-16</b>	<b>TESTS AND TRIALS ALTERNATE (NAVSEA) (MAY 1993)</b>
<b>C-17</b>	<b>TESTS AND TRIALS (NAVSEA) (OCT 1990)</b>
<b>C-18</b>	<b>UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)</b>
<b>C-19</b>	<b>USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)</b>
<b>C-20</b>	<b>NON SMOKING POLICY FOR SLEP AT ASSAULT CRAFT UNIT FOUR</b>
<b>C-21</b>	<b>USE OF BLACK OXIDE COATED BRASS THREADED FASTENERS (BOCBTFs)</b>
<b>C-22</b>	<b>RESERVED</b>
<b>C-23</b>	<b>POST-AWARD SUBMISSION</b>
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## CLAUSES INCORPORATED BY FULL TEXT

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

If the place of performance is at the contractor's facilities, the 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.

If the place of performance is at Assault Craft Unit 4 (ACU 4), the officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, access to the vessel(s) where and as required, and be permitted, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given access to the vessel(s) for work areas, storage areas, and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

#### C-2 PROVISIONED ITEMS ORDERS - ALTERNATE II (NAVSEA) (APR 1999)

(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 may 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 such 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) Undefined 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 on 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 undefined order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. The Contractor shall begin performing the undefined order upon receipt, except as provided in paragraph (d) below. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217 7027) shall be included in any undefined order.

(d) Unilateral Undefined Orders. (1) For a unilateral undefined order, the Contractor shall within ten calendar days of receipt of the order notify the Contracting Officer in writing if it takes exception to the ceiling amount and/or the delivery schedule and shall propose a revised ceiling amount and/or a revised delivery schedule at that time. For unilateral undefined orders to which the Contractor takes no exception, the Contractor is obligated to perform just as if it were a fully definitized order.

(2) After receipt of the Contractor's Proposal to establish the revised ceiling amount and/or the revised delivery schedule, the Contracting Officer shall: (1) adjust the ceiling amount and/or revise the delivery schedule; (2) advise the Contractor that the order will be adjusted in a different amount than proposed by the Contractor; or (3) advise the Contractor that no adjustment will be made. In the event the Contractor has taken exception to the ceiling amount and/or the delivery schedule and has submitted a timely proposal in accordance with the preceding requirement and the Contracting Officer has not accepted the Contractor's proposal, the Contractor shall not be obligated to perform the order beyond the point at which it would be entitled to be compensated in an amount in excess of the Government's limitation of liability contained in the unilateral order.

(e) Definitization of Undefined 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. 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 obligated by the Government 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 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 the guaranty period set forth in the clause entitled "GUARANTY PERIOD" for the last article under the applicable item called for in Section B hereof for which the supplies or services are being acquired, provided, however, that deliveries or performance of such supplies or services shall be completed not later than the expiration of said guaranty period.

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

(j) Ordering. The cognizant ordering activities are designated below:

Mid Atlantic Regional Maintenance Center  
9170 Second Street  
Suite 120  
Norfolk, VA 23511-2393

### C-3 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.).

#### C-4 ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

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

#### C-5 DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA) (SEP 1990)

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

#### C-6 DISPOSAL OF SCRAP (NAVSEA) (APR 2008)

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

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

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

(FAR 52.245-2) under the Master Contract in effect at the time of job order award, nor does it relieve the Contractor of any other requirement under such clauses.

#### C-7 EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

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

#### C-8 EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

#### C-9 GOVERNMENT SURPLUS PROPERTY (NAVSEA) (SEP 1990)

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

#### C-10 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.

C-11 RESERVED

## CLAUSES INCORPORATED BY FULL TEXT

C-12 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)  
(Applicable only to performance of SLEP availabilities at ACU 4)

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

(a) Workers' Compensation and Employer's Liability coverage shall be at least [REDACTED] except as provided in FAR 28.307(a).

[REDACTED] dily injury liability insurance coverage shall be written on the comprehensive form of policy of at least [REDACTED] per occurrence.

(c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least [REDACTED] per person and [REDACTED] per occurrence for bodily injury and [REDACTED] per occurrence for property damage. Amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

C-13 PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

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

C-14 QUALIFICATION OF CONTRACTOR NONDESTRUCTIVE TESTING (NDT) PERSONNEL (NAVSEA) (APR 2004)

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

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

#### C-15 SPECIFICATIONS AND STANDARDS (MODIFIED) (AUG 1994)

(a) Definitions.

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

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

(b) Requirements.

All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used to provide additional information that is required to implement the zero and first tier references.

#### C-16 TESTS AND TRIALS - ALTERNATE (NAVSEA) (MAY 1993) (Applicable to LCAC SLEP availabilities conducted at the Contractor's Facility)

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

#### C-17 TESTS AND TRIALS (NAVSEA) (OCT 1990) (Applicable to LCAC SLEP availabilities conducted at ACU 4)

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

#### C-18 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

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

#### C-19 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.

**C-20 NON SMOKING POLICY FOR LCAC SLEP AT ASSAULT CRAFT UNIT FOUR (ACU 4)**

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

**C-21 USE OF BLACK OXIDE COATED BRASS THREADED FASTENERS (BOCBTFs)**

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

**C-22 RESERVED****C-23 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 Supervisor, and to the Commanding Officer ACU 4, if the SLEP is conducted at ACU 4 via the Supervisor. The list should be on company letterhead, include each employee's name, social security number, and security clearance when required, and bear the signature of a company official. The Contractor shall submit security clearance data in accordance with Standard Item 009-01.

**C-24 PICK-UP OF GOVERNMENT-FURNISHED PROPERTY BY THE CONTRACTOR****LCAC SLEP AVAILABILITIES AT ACU 4**

For LCAC SLEP availabilities at Assault Craft Unit Four (ACU 4), Government-Furnished Property (GFP) addressed in clause H-5, NAVSEA 5252.245-9109, Government-Furnished Property (Incorporation) (Sep 1990), and Government-Furnished Property (GFP) listed in clause H-6, NAVSEA 5252.245-9108, Government-Furnished Property (Performance) (Sep 1990) will be delivered by the Government to ACU 4. The Contractor shall pick up the GFP from the Supervisor's GFP representative. The Contractor shall provide adequate warehouse/storage facilities to store GFP (Incorporation) items and GFP (Performance) items for the period between Contractor receipt and installation aboard the craft or utilization, respectively.

**LCAC SLEP AVAILABILITIES AT THE CONTRACTOR'S FACILITY**

a. Upon notification of a job award by Cognizant Contract Administration Office representative, the Contractor will accept delivery of the (GFM) Government Furnished Material cited in the solicitation package from any and all locations within a 25-mile radius of Cognizant Contract Administration Office. The phone number to coordinate the pickup of GFM is (TBD based on contract award).

b. The Contractor will be required to make an initial pickup of all available GFM at the start of availability. SUPSHIP (TBD based on contract award) Material Department will notify the Contractor when additional GFM will be available for pickup, the approximate number of pieces, and the size of the GFM.

c. These requirements do not supersede specific requirements stated in the work specifications.

#### C-25 ACU 4 PERSONNEL SUPPORT FOR SLEP AVAILABILITIES

##### LCAC SLEP AVAILABILITIES AT ACU 4

ACU 4 personnel will be available to provide craft refueling services, fly-over block installation, LCAC travel lift operation, and testing and trial support including craft operation no later than 24 hours after notification by MARMC of the support requirement. ACU 4 personnel will not be available to support SLEP availabilities on Federal holidays.

##### LCAC SLEP AVAILABILITIES AT THE CONTRACTOR'S FACILITY

ACU 4 personnel will not be available to support SLEP availabilities conducted at the Contractor's Facility.

#### CLAUSES INCORPORATED BY FULL TEXT

#### C-26 ACCESS TO THE NAVY SUPPLY SYSTEM (NAVSEA) (JAN 2008)

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

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

(c) This job order has been priced on the basis that, except as specifically provided elsewhere in this contract with regards to Government furnished property, the Contractor shall provide all necessary materials, equipments and supplies for performance of this contract. If the Contractor uses the Naval Supply System, it has elected to use the system for its own convenience to meet its contractual obligations to perform the work under this contract. The Naval Supply System is considered to be an alternate source or vendor of contractor furnished material; therefore materials, equipments, or other supplies ordered and/or obtained from the Naval Supply System are specifically not considered to be Government furnished material, but are considered to be contractor furnished material. The Government makes no representation as to the availability of materials, equipments, or other supplies for the

performance of the work required under this contract, nor shall unavailability, late delivery, delivery of non-conforming supplies, higher costs of the Naval Supply System (if any), or any failure of the Naval Supply System to meet the expectations or requirements of the Contractor constitute excusable delay or grounds for equitable or any other adjustment to the contract or relief from the requirement to perform in accordance with the terms of the contract.

#### C-27 MATERIAL SPECIFICATION

Aluminum material invoked in any LCAC drawing or specification to be procured under ASTM-B209 is superseded by procurement under ASTM-B928.

#### CLAUSES INCORPORATED BY FULL TEXT

##### C-28 PLANT PROTECTION (NAVSEA) (DEC 2005)

(Applicable to LCAC SLEP availabilities conducted at the Contractor's Facility)

(a) In accordance with NAVSEA STANDARD ITEM (SI) 009-72, the Contractor shall develop, maintain, and implement, as necessary, a Plant Protection Plan which prescribes the actions and procedures and assigns responsibilities for actions to be taken to provide adequate protection of the ship(s) and the materials and equipment to be installed therein. A copy of SI 009-72 can be obtained from the purchasing office representative listed in Section G of the contract or via the internet at:

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

(b) The Contractor shall establish and maintain, for its plant and the work in process under this contract, physical security boundaries and other security measures to provide safeguards against hazards, including unauthorized entry, malicious mischief, theft, espionage, sabotage, and terrorism to U.S. Naval Vessels and their crews, in accordance with SI 009-72 and Attachment A thereto. The Contractor shall also provide reasonable safeguards against vandalism and fire.

(c) The Contractor shall meet the requirements of Force Protection Condition NORMAL (as defined in SI 009-72) at all times. In addition and in accordance with SI 009-72, the Contractor shall meet the requirements of increased levels of Force Protection as may be required or approved by the Contracting Officer, or when notified by the Supervisor, for the protection of its plant and the work in process under this contract against any threats including terrorism, espionage, sabotage, and enemy action.

(d) At the Supervisor's discretion, the Contractor and the Supervisor shall negotiate a cost rate agreement applicable to each level of increased Force Protection above the NORMAL level. In addition to material costs, the labor cost rates shall be negotiated using the contractor's and the Supervisor's accepted common business practices. The labor and material costs to the Contractor for all safeguards so required or approved shall, to the extent allowable and allocable to this contract, be reimbursed to the Contractor in the same manner as if the Contractor has furnished such safeguards pursuant to a change order issued under the clause of this contract entitled "CHANGES--FIXED PRICE" (FAR 52.243-1) or "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2), as applicable. Such costs shall not



include any allowance on account of overhead expense, except shop overhead charges incident to the construction or installation of such devices or equipment.

(e) Upon payment, in accordance with the Payments provision of this contract, by the Government of the cost to the Contractor for any device or equipment required or approved under paragraph (c) above, title thereto shall vest in the Government, and the Contractor shall comply with the instructions of the Contracting Officer respecting the identification and disposition thereof. No part or item of any such devices or equipment shall be or become a fixture by reason of affixation to any realty not owned by the Government.

(f) The plant protection plan and rate agreements required by this requirement shall be completed and implemented, within sixty (60) days of contract award for new construction and prior to ship arrival for conversion.

#### C-29 PROTECTION OF THE VESSEL (NAVSEA) (SEP 1990)

(Applicable to LCAC SLEP availabilities conducted at the Contractor's Facility)

(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.



## Section D - Packaging and Marking

### CLINs 0001-0003, and 0006-0008

The supplies, parts, and components furnished hereunder shall be packaged in accordance with best commercial practice if not otherwise required, or if required by Regulatory Body requirements, or the Specifications For Work To Be Accomplished, incorporated in Attachment J-1 entitled "Technical Data Package for FY08 LCAC SLEP and Option FY09 LCAC SLEP". Preservation and packaging of supplies, parts, and components shall afford protection against corrosion, deterioration, physical, and electrical damage up to the point of final acceptance.

### CLINs 0004, 0005, 0009 and 0010

If exercised, LCAC craft shall be prepared for shipment in accordance with best commercial practices and the requirements of this contract.

### CLINs 0011, 0012 and 0013

All unclassified data shall be prepared in accordance with best commercial practice and the requirements of this contract.

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.

### PIO CLINs 0014-0031

Supplies shall be cleaned, preserved, packaged, packed and marked in accordance with the instructions provided by the Contracting Officer or ACO. When not otherwise specified, supplies shall be packaged to ensure protection against corrosion, deterioration, physical, and electrical damage up to the point of final acceptance.

## CLAUSES INCORPORATED BY REFERENCE

HQ D-2-0008      MARKING OF REPORTS (NAVSEA) (SEP 1990)      MAR 2003

## CLAUSES INCORPORATED BY FULL TEXT

### D-1      DATA PACKAGING LANGUAGE

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

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

### D-2      PACKAGING LANGUAGE (W/O MILITARY SPECIFICATIONS)

Supplies furnished hereunder shall be packaged in accordance with best commercial practice.

#### D-3 IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

#### D-4 MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

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

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

## Section E - Inspection and Acceptance

### SLEP of FY08 LCACs and Supplemental Work Packages

Item 0001 (SLIN 0001AA, and if Options are exercised, SLINs 0001AB and 0001AC), Item 0002 (SLIN 0002AA, and if Options are exercised, SLINs 0002AB and 0002AC), and, if Option is exercised, Item 0003 (SLINs 0003AA, 0003AB, and 0003AC) – The LCAC craft shall be inspected throughout the period of SLEP, testing, and applicable trial requirements by a representative of the Government. Inspection of the craft for purposes of acceptance will be accomplished at the SLEP availability Place of Performance as specified in Section F, Additional Requirement F-2.

### Shipment of FY08 LCACs from ACU 4 to the Contractor's Facility

If Options are exercised, Item 0004 (0004AA and 0004AB) – Inspection and acceptance will be made at Destination by a representative of the Government. .

### Shipment of FY08 LCACs from Contractor's Facility to ACU 4

If Options are exercised, Item 0005 (0005AA and 0005AB) – Inspection and acceptance will be made at Destination by a representative of the Government.

### SLEP of FY09 LCACs and Supplemental Work Packages

If Options are exercised, Item 0006 (SLINs 0006AA, 0006AB, and 0006AC), Item 0007 (SLINs 0007AA, 0007AB, and 0007AC), and Item 0008 (SLINs 0008AA, 0008AB, and 0008AC) – The LCAC craft shall be inspected throughout the period of SLEP, testing, and applicable trial requirements by a representative of the Government. Inspection of the craft for purposes of acceptance will be accomplished at the SLEP availability Place of Performance as specified in Section F, Additional Requirement F-2.

### Shipment of FY09 LCACs from ACU 4 to the Contractor's Facility

If Options are exercised, Item 0009 (0009AA and 0009AB) – Inspection and acceptance will be made at Destination by a representative of the Government.

### Shipment of FY09 LCACs from Contractor's Facility to ACU 4

If Options are exercised, Item 0010 (0010AA and 0010AB) – Inspection and acceptance will be made at Destination by a representative of the Government..

### Data

Item 0013 - Inspection and acceptance of all data shall be as specified on the Attachment J-2, Contract Data Requirements List(s), DD Form 1423, Exhibits A and B.

### Post-Shakedown Availability (PSA) of FY08 LCACs

Provisioned Items Orders CLINs 0014 through 0016– Inspection and acceptance ordered hereunder shall be as established in each PIO. Unless otherwise stated in the PIO, inspection and acceptance shall be made at the LCAC SLEP availability Place of Performance by a representative of the Government.

### Post-Shakedown Availability (PSA) of FY09 LCACs

Provisioned Items Orders CLINs 0017 through 0019– Inspection and acceptance ordered hereunder shall be as established in each PIO. Unless otherwise stated in the PIO, inspection and acceptance shall be made at the LCAC SLEP availability Place of Performance by a representative of the Government.

### Additional Requirements (Manhours) for FY08 SLEP LCACs

Provisioned Items Orders CLINs 0020 through 0022 – Inspection and acceptance ordered hereunder shall be as established in each PIO. Unless otherwise stated in the PIO, inspection and acceptance shall be made at the LCAC SLEP availability Place of Performance by a representative of the Government.

**Additional Requirements (Material) for FY08 SLEP LCACs**

Provisioned Items Orders CLINs 0023 through 0025 – Inspection and acceptance ordered hereunder shall be as established in each PIO. Unless otherwise stated in the PIO, inspection and acceptance shall be made at the LCAC SLEP availability Place of Performance by a representative of the Government.

**Additional Requirements (Manhours) for FY09 SLEP LCACs**

Provisioned Items Orders CLINs 0026 through 0028 – Inspection and acceptance ordered hereunder shall be as established in each PIO. Unless otherwise stated in the PIO, inspection and acceptance shall be made at the LCAC SLEP availability Place of Performance by a representative of the Government.

**Additional Requirements (Material) for FY09 SLEP LCACs**

Provisioned Items Orders CLINs 0029 through 0031 – Inspection and acceptance ordered hereunder shall be as established in each PIO. Unless otherwise stated in the PIO, inspection and acceptance shall be made at the LCAC SLEP availability Place of Performance by a representative of the Government.

**ADDITIONAL REQUIREMENTS**

**E-1 QUALITY ASSURANCE PROGRAM**

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

**E-2 ACCEPTANCE FOR ON-SITE WORK**

(Applicable only to performance of SLEP availabilities at Assault Craft Unit Four (ACU 4))

Upon satisfactory completion of the SLEP upgrade and Supplemental Work Package, if applicable, testing and trial requirements, and correction of Contractor-responsible trial items including INSURV trial items, Craft undergoing SLEP availabilities at ACU 4 will be accepted upon delivery as specified in Section F of this contract.

**E-3 ACCEPTANCE FOR OFF-SITE WORK**

(Applicable only to performance of SLEP availabilities at the Contractor's Facility)

**1) Preliminary Acceptance:**

Upon satisfactory completion of the SLEP upgrade and Supplemental Work Package, if applicable, testing and trial requirements, and correction of Contractor-responsible trial items including INSURV trial items, craft undergoing SLEP availabilities at the Contractor's Facility will achieve preliminary acceptance at the Contractor's Facility.

While craft is waiting for final acceptance date as specified in Section F of this contract, Contractor shall follow instructions given in Attachment J-8 Preservation and Lay-up of LCAC Craft at the Contractor's Facility, Paragraph 4.0.

## 2) Final Acceptance

Each craft undergoing a SLEP availability at the Contractor's Facility will achieve final acceptance upon delivery on dates specified in Section F of this contract. Regardless of whether shipment options are exercised, final acceptance will occur at the Contractor's Facility.

### CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

### CLAUSES INCORPORATED BY FULL TEXT

#### 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.

Section F - Deliveries or Performance

SLINs 0001AA, 0002AA and, if exercised, Option SLIN 0003AA, 0001AB, 0001AC, 0002AB, 0002AC, 0003AB and 0003AC

a. Craft completing SLEP upgrade and, if exercised, Supplemental Work Packages, in accordance with the terms and conditions of this contract shall be delivered to the Government as specified in either paragraph b or c below, as applicable.

b. SLEP Availabilities at Assault Craft Unit Four (ACU 4)

(1) The Period of Performance for CLINs 0001, 0002, and, if exercised, Option CLIN 0003 shall be the date of contract award through the Delivery Date of the respective craft shown in the table below.

(2) The Period of Performance of the SLEP Availabilities is 14 months per craft for LCACs 41, 46, and if exercised LCAC 53 at ACU 4, and is from the respective craft Induction Date to the craft Delivery Date shown in the table below.

		Period of Performance of FY08 SLEP Availabilities at ACU 4	
SLIN	LCAC	Induction Date*	Delivery Date
0001AA, 0001AB (option), 0001AC (option)	41	30 December 2009	28 February 2011
0002AA, 0002AB (option), 0002AC (option)	46	20 January 2010	21 March 2011
0003AA (option), 0003AB (option), 0003AC (option)	53	21 June 2010	22 August 2011

\*Induction Date is the precise date that Contractor initiates SLEP work on the craft. Whether performance is on-site or off-site, Government personnel will be present to monitor Contractor’s access to the craft.

See Additional Requirements F-1 through F-5 below.

c. SLEP Availabilities at the Contractor’s Facility

(1) The Period of Performance for CLINs 0001, 0002, and if exercised, CLIN 0003 shall be the date of contract award through either the Delivery Date at the Contractor’s Facility or the Delivery Date to ACU 4 of the respective craft shown in the table below.

(2) The Period of Performance of the SLEP Availabilities is 14 months per craft for LCACs 41, 46, and if exercised, LCAC 53 at the Contractor’s Facility, and is from respective craft Induction Date to the craft Preliminary Acceptance Date.



(3) LCACs completing SLEP upgrade, including if Options are exercised, Supplemental Work Packages, in accordance with Section C of this contract shall be delivered to the Supervisor at the Contractor’s facility designated in Additional Requirement F-2 or to the Government at Assault Craft Unit Four in accordance with the terms and conditions of this contract as follows:

LCAC SLIN	Contractor Transport Pickup Date *	Period of Performance of FY08 SLEP Availabilities at the Contractor’s Facility		
		Induction Date of LCAC into SLEP	Preliminary Acceptance Date at Contractor’s Facility**	Final Acceptance/Delivery Date at Contractor’s Facility**
LCAC 41 0001AA, 0001AB (option), 0001AC (option)	11 January 2010	11 February 2010	11 April 2011	13 June 2011
LCAC 46 0002AA, 0002AB (option), 0002AC (option)	11 January 2010	12 April 2010	13 June 2011	13 June 2011
LCAC 53 0003AA (option), 0003AB (option), 0003AC (option)	02 June 2010	02 July 2010	02 September 2011	02 September 2011

\*The Contractor Transport Pickup Date is dependent upon the Government’s decision to exercise Option SLINs 0004AA and 0004AB for shipment of the craft by the Contractor from ACU 4 to the Contractor’s Facility. If the option(s) is/are not exercised, and one or more craft are transported by the Government to the Contractor’s Facility early, applicable storage, preservation, and maintenance requirements for the period of time between the LCAC arrival date at the Contractor’s facility and the craft Induction into SLEP will be addressed in a supplemental agreement(s) to the contract.

\*\* Preliminary acceptance and final acceptance/delivery are defined in Section E.

Option SLINs 0004AA and 0004AB – Contractor provided transportation services for FY08 LCAC craft transported from ACU 4 to the Contractor’s Facility shall support SLEP LCAC craft to be delivered under Items 0001, 0002, and, if exercised, 0003 in accordance with Contractor Transport Pickup Date and in support of Induction Date of LCAC into SLEP stated in SLINs 0001AA, 0002AA and, if exercised, Option SLIN 0003AA, 0001AB, 0001AC, 0002AB, 0002AC, 0003AB and 0003AC Paragraph (3) above.

Option SLINs 0005AA and 0005AB – Contractor provided transportation services for FY08 LCAC craft transported from the Contractor’s Facility to ACU 4 shall support SLEP LCAC craft to be delivered under SLINs 0001AA, 0002AA and, if exercised, Option SLIN 0003AA, 0001AB, 0001AC, 0002AB, 0002AC, 0003AB and 0003AC Paragraph (3) above. If exercised, the date of providing FY08 LCAC craft to ACU 4 will be as follows: for LCAC 41, 11 Jul 2011; for LCAC 46, 11 July 2011; for LCAC 53, 3 October 2011.

a. Craft completing SLEP upgrade and, if exercised, Supplemental Work Packages, in accordance with the terms and conditions of this contract shall be delivered to the Government as specified in paragraph b or c below, as applicable.

b. SLEP Availabilities at Assault Craft Unit Four (ACU 4)

(1) The Period of Performance for Option Items 0006, 0007, and 0008 shall be the modification award date exercising the Option Items 0006, 0007, and 0008 through the Delivery Date of the respective craft shown in the table below.

(2) The Period of Performance of the SLEP Availabilities is 12 months per craft for LCACs 67, 70, and 71 at ACU 4, and is from the respective craft Induction Date to the craft Delivery Date shown in the table below.

		Period of Performance of FY09 SLEP Availabilities at ACU 4	
SLIN	LCAC	Induction Date*	Delivery Date
0006AA (option), 0006AB (option), 0006AC	67	01 March 2011	01 March 2012
(option), 0007AA (option), 0007AB (option), 0007AC (option)	70	22 March 2011	22 March 2012
0008AA (option), 0008AB (option), 0008AC (option)	71	23 August 2011	23 August 2012

\*Induction Date is the precise date that Contractor initiates SLEP work on the craft. Whether performance is on-site or off-site, Government personnel will be present to monitor Contractor’s access to the craft.

c. SLEP Availabilities at the Contractor’s Facility

(1) The Period of Performance for Items 0006, 0007, and 0008 shall be the date of contract modification award exercising Option Items 0006, 0007, and 0008 through either the Delivery Date at the Contractor’s Facility or the Delivery Date to ACU 4 of the respective craft shown in the table below.

(2) The Period of Performance of the SLEP Availabilities is 12 months per craft for LCACs 67, 70, and 71 at the Contractor’s Facility, and is from respective craft Induction Date to the craft Preliminary Acceptance Date.

(3) LCACs completing SLEP upgrade, including, if Options are exercised, Supplemental Work Packages, in accordance with Section C of this contract shall be delivered to the Supervisor at the Contractor’s Facility designated in Additional Requirement F-2 or to the Government at Assault Craft Unit Four in accordance with the terms and conditions of this contract as follows:

		Period of Performance of
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LCAC SLIN	Contractor Transport Pickup Date *	FY09 SLEP Availabilities at the Contractor's Facility		
		Induction Date of LCAC into SLEP	Preliminary Acceptance Date at Contractor's Facility**	Final Acceptance/Delivery Date at Contractor's Facility**
LCAC 67 0006AA (option), 0006AB (option), 0006AC (option)	12 July 2011	12 August 2011	13 August 2012	12 October 2012
LCAC 70 0007AA (option), 0007AB (option), 0007AC (option)	12 July 2011	12 October 2011	12 October 2012	12 October 2012
LCAC 71 0008AA (option), 0008AB (option), 0008AC (option)	04 October 2011	04 November 2011	05 November 2012	05 November 2012

\*The Contractor Transport Pickup Date is dependent upon the Government's decision to exercise Option SLINs 0009AA and 0009AB for shipment of the craft by the Contractor from ACU 4 to the Contractor's Facility. If one or more craft are transported by the Government to the Contractor's Facility early, applicable storage, preservation, and maintenance requirements for the period of time between the LCAC arrival date at the Contractor's Facility and the craft Induction into SLEP will be addressed in a supplemental agreement(s) to the contract.

\*\* Preliminary acceptance and final acceptance are defined in Section E of this contract

Option SLINs 0009AA and 0009AB – Contractor provided services for FY09 LCAC craft transported from ACU 4 to the Contractor's Facility shall support SLEP LCAC craft to be delivered under Option Items 0006, 0007, and 0008, if exercised, in accordance with Contractor Transport Pickup Date and in support of Induction Date of LCAC into SLEP stated in Option SLINs 0006AA, 0006AB, 0006AC, 0007AA, 0007AB, 0007AC, 0008AA, 0008AB and 0008AC Paragraph (3) above.

Option SLINs 0010AA and 0010AB – Contractor provided services for FY09 LCAC craft transported from the Contractor's Facility to ACU 4 shall support SLEP LCAC craft to be delivered under Option SLINs 0006AA, 0006AB, 0006AC, 0007AA, 0007AB, 0007AC, 0008AA, 0008AB and 0008AC Paragraph (3) above. If exercised, the date of providing FY09 LCAC craft to ACU 4 will be as follows: for LCAC 67, 12 November 2012; for LCAC 70, 12 November 2012; for LCAC 71, 4 December 2012.

Item 0013 – All data to be furnished under this contract shall be prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423, Exhibits A and B.

Provisioned Items Orders CLINs 0014 through 0031 – Delivery requirements will be specified in the individual order(s), if issued.

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999
52.247-52	Clearance and Documents Requirements--Shipments to DOD	FEB 2006
	Air or Water Terminal Transshipment Points	
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003
52.247-58	Loading, Blocking, And Bracing Of Freight Car Shipment	APR 1984

ADDITIONAL REQUIREMENTS

F-1 EARLY INDUCTION / PERIOD OF PERFORMANCE

For SLEP availabilities, upon Contractor request and Government approval, craft may be inducted earlier into the SLEP availability. The Period of Performance of the SLEP availability for any craft inducted earlier into the SLEP availability will be:

(1) SLEP Availabilities Conducted at ACU 4

LCACs	Period of Performance
FY08 LCACs	14 Months (Date of Induction into SLEP through Craft Delivery Date)
FY09 LCACs	12 Months (Date of Induction into SLEP through Craft Delivery Date)

(2) SLEP Availabilities Conducted at Contractor's Facility

LCACs	Period of Performance
FY08 LCACs	14 Months (Date of Induction into SLEP through Craft Preliminary Acceptance Date)
FY09 LCACs	12 Months (Date of Induction into SLEP through Craft Preliminary Acceptance Date)

Note 1: LCAC SLEP at ACU 4. For any craft approved by the Government for early induction into the SLEP availability at ACU 4, the Government will issue a contract modification that invokes the Period of Performance of the SLEP availabilities listed in paragraph (1) above and specifies the revised Induction Date and the Delivery Date of the craft at ACU 4.

Note 2: LCAC SLEP at the Contractor's Facility. Subject to Contractor request and Government approval, the Contractor Transport Pickup Date and Final Acceptance/Delivery Date may be moved to an earlier date. At any time prior to induction of the craft, the Contractor may adjust the induction schedule provided that the Contractor Transport Pickup Date and period of performance are maintained as specified herein. For all schedule changes the Government will issue a contract modification that invokes the Period of Performance of the SLEP availabilities listed in paragraph (2) above and specifies the Contractor Transport Pickup Date, Induction Date of LCAC into SLEP, Preliminary Acceptance Date at Contractor's Facility, Final Acceptance/Delivery Date at the Contractor's Facility, and date of providing the LCAC craft to ACU 4.

F-2 PLACE OF PERFORMANCE

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

OR

( ) The Contractor shall perform the SLEP availabilities of LCACs at the following Contractor Facility location(s) (Contractor fill in name and address of locations(s) for LCAC SLEP to be conducted at the Contractor's Facility.):

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Note: Contractor required to select ONE (1) option above.

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

For LCAC SLEP availabilities conducted at ACU 4, the TFS bay availability dates are:

TFS Bay	Availability Date
First Bay	23 December 2009
Second Bay	13 January 2010
Third Bay	14 June 2010

**F-4 TENSION FABRIC SHELTER (TFS) BAY VACANCY DATES**

As each FY08 SLEP craft completes the fourteen (14) month period in its SLEP availability, or each FY09 SLEP craft completes the twelve (12) month period in its SLEP availability, the SLEP craft will be removed, if not already removed, by the Government from the TFS, and placed on the tarmac at a location designated by ACU 4.

**a. FY08 SLEP Availabilities**

(1) FY08 LCACs shall be removed from the TFS per the TFS Bay Vacancy Dates listed below.

(2) If no FY09 LCAC SLEP availability is exercised, the Contractor shall remove all equipment and material in conjunction with vacating each bay of the TFS no later than three (3) days after the respective TFS Bay Vacancy Date listed below.

FY08 LCACs	Craft Induction Date	TFS Bay Vacancy Date
First Bay (LCAC 41)	30 December 2009	14 months from Craft Induction Date (following business day)
Second Bay (LCAC 46)	20 January 2010	14 months from Craft Induction Date (following business day)
Third Bay (LCAC 53)	21 June 2010*	14 months from Craft Induction Date (following business day)

\*If option CLIN 0003, for FY08 LCAC SLEP, is exercised

**b. FY09 SLEP Availabilities**

(1) FY09 LCACs shall be removed from the TFS per the TFS Bay Vacancy Dates listed below.

(2) For FY09 SLEP LCACs, the Contractor shall remove all equipment and material in conjunction with vacating each bay of the TFS no later than three (3) days after the respective TFS Bay Vacancy Dates listed below.

FY09 LCACs	Craft Induction Date*	TFS Bay Vacancy Date
First Bay (LCAC 67)	01 March 2011	12 months from Craft Induction Date (following business day)
Second Bay (LCAC 70)	22 March 2011	12 months from Craft Induction Date (following business day)
Third Bay (LCAC 71)	23 August 2011	12 months from Craft Induction Date (following business day)

\*If option CLINs 0006, 0007, and 0008, for FY09 LCAC SLEP, are exercised

c. The Contractor shall protect the LCAC craft from adverse environmental exposure as needed to support SLEP industrial work during the period from craft removal from the TFS through delivery of the craft.

d. FY08 and FY09 LCACs TFS Bay Vacancy Dates listed above are firm dates for (1) removal of LCACs undergoing SLEP availabilities from the TFS, and (2) removal of Contractor-provided services and equipment from the TFS. TFS Bay Vacancy Dates are not dependent on Government authorized LCAC SLEP schedule changes that may extend the delivery date of craft. Any change to the delivery date does not have a corresponding change to the TFS Bay Vacancy Date, unless specifically negotiated and included in the contract.

**F-5 SITE INSPECTION**

For LCAC SLEP availabilities conducted at ACU 4, a site inspection in accordance with Section C shall be conducted at a date mutually agreed to by the Contractor and the Mid-Atlantic Regional Maintenance Center (MARMC).

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 1781811 1576 310 WA 377 0 068342 2D 000000 40801 200 0000

AMOUNT: [REDACTED]

CIN 00000000000000000000000000000000: [REDACTED]

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CONTRACT ADMINISTRATION DATA

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

\_\_\_\_\_  
\_\_\_\_\_

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**PURCHASING OFFICE  
REPRESENTATIVE:**

COMMA  
ATTN: [REDACTED]  
NAVAL SEA SYSTEMS COMMAND \_\_\_\_\_  
1333 ISAAC HULL AVENUE SE STOP 2020 \_\_\_\_\_  
WASHINGTON NAVY YARD DC 20376-2020 \_\_\_\_\_  
Telephone No. [REDACTED]  
Fax No. [REDACTED]  
Email Address: [REDACTED]

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INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide

Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawfraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are “Getting Started for Vendors” and “WAWF Vendor Guide”.

(c) The designated CCR EB point of contact is responsible for activating the company’s CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company’s CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company’s CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (*contracting officer check all that apply*)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursement, T&M and LH)
- Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)


Issue DODAAC	<u>N00024</u>
Admin DODAAC	<u>N40025</u>
Pay Office DODAAC	<u>HQ0251</u>
Inspector DODAAC	<u>N40025</u>
Service Acceptor DODAAC	<u>N/A</u>
Service Approver DODAAC	<u>N/A</u>
Ship To DODAAC	<u>See Section F</u>



DCAA Auditor DODAAC	<u>HAA47B</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>



Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

<b>Send Additional Email Notification To:</b> 
--

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS’s WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact  or 

## Section H - Special Contract Requirements

<b>REQ.</b>	<b>NUMBER</b>	<b>TITLE</b>
<b>H-1</b>	<b>NAVSEA 5252.202-9101</b>	<b>ADDITIONAL DEFINITIONS (MAY 1993)</b>
<b>H-2</b>	<b>NAVSEA 5252.228-9104</b>	<b>ADDITIONAL INSURANCE PROVISIONS (FT) (JAN 1990)</b>
<b>H-3</b>	<b>NAVSEA 5252.233-9103</b>	<b>DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 1999)</b>
<b>H-4</b>	<b>NAVSEA 5252.233-9107</b>	<b>EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (AT) (JAN 1983)</b>
<b>H-5</b>	<b>NAVSEA 5252.245-9109</b>	<b>GOVERNMENT-FURNISHED PROPERTY (INCORPORATION) (SEP 1990)</b>
<b>H-6</b>	<b>NAVSEA 5252.245-9108</b>	<b>GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)</b>
<b>H-7</b>	<b>NAVSEA 5252.227-9113</b>	<b>GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)</b>
<b>H-8</b>	<b>NAVSEA 5252.228-9105</b>	<b>INSURANCE-PROPERTY LOSS OR DAMAGE-LIABILITY TO THIRD PERSONS (FT) (JAN 1990)</b>
<b>H-9</b>	<b>NAVSEA 5252.245-9124</b>	<b>LIENS AND TITLE (FP) - ALTERNATE I (MAY 1998)</b>
<b>H-10</b>	<b>NAVSEA 5252.243-9113</b>	<b>OTHER CHANGE PROPOSALS (FT) - ALTERNATE I (JAN 1990)</b>
<b>H-11</b>	<b>NAVSEA 5252.237-9106</b>	<b>SUBSTITUTION OF PERSONNEL (SEP 1990)</b>
<b>H-12</b>	<b>NAVSEA 5252.246-9128</b>	<b>DELIVERY OF COMPLETED VESSEL (FT) (JAN 1983)</b>
<b>H-13</b>		<b>PERFORMANCE INCENTIVES</b>
<b>H-14</b>		<b>POST-SHAKEDOWN AVAILABILITY (PSA) OF SLEP LCACS (PIO CLINs 0014-0019)</b>
<b>H-15</b>		<b>ADDITIONAL GOVERNMENT REQUIREMENTS – PIO CLINs 0020 THROUGH 0031</b>
<b>H-16</b>		<b>PROVISION OF LCAC CRAFT FOR SLEP UPGRADE</b>
<b>H-17</b>		<b>MILESTONE PAYMENT SCHEDULE(S) FOR PROVISIONED ITEM ORDER(S) ISSUED UNDER ITEMS 0014 THROUGH 0031</b>

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

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

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

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

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

shall not carry Collision Liability and Protection and Indemnity Liabilities insurance (Government Syndicate Form) referred to in the first sentence of paragraph (b) of the requirement of this contract entitled "INSURANCE PROPERTY LOSS OR DAMAGE LIABILITY TO THIRD PERSONS" during the period of the performance of the underway trials required by this contract, and the Government will indemnify the Contractor against liability (including expenses incidental thereto) to third persons which would have been covered by the aforesaid insurance if the Contractor had carried such insurance during the period stated above; provided, however, that the Contractor shall not be relieved of any other obligations required by the aforesaid paragraph (b) of the "INSURANCE PROPERTY LOSS OR DAMAGE LIABILITY TO THIRD PERSONS" requirement.

(b) Notwithstanding any provisions to the contrary in paragraph (a) of the requirement entitled "INSURANCE PROPERTY LOSS OR DAMAGE LIABILITY TO THIRD PERSONS", the assumption by the Government of the risk of loss of or damage to the vessels and the materials and equipment therefore provided for by the aforesaid paragraph (a) of the requirement entitled "INSURANCE PROPERTY LOSS OR DAMAGE LIABILITY TO THIRD PERSONS", shall continue until the expiration of the guaranty periods of the vessels, or until completion of all work under this contract, whichever is later. The Government does not, however, assume the risk of loss of or damage to any equipment which results from a defect in a part thereof for which the Contractor is responsible pursuant to the "PRELIMINARY ACCEPTANCE", "GUARANTY PERIOD", or "INSPECTION OF SUPPLIES--FIXED-PRICE (FT) (JUL 1985) - ALTERNATE I (JUL 1985) (DEVIATION 89-915 - 29 JUN 1989)" (FAR 52.246-2) requirements of this contract. The term "equipment" as used in the preceding sentence means the largest integrated unit (e.g., component, subassembly, or individual system, as the case may be) furnished by the same supplier who furnished the part causing the loss or damage.

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

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

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

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#### H-3 NAVSEA 5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 1999)

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

(b) Whenever the Contractor requests or proposes an equitable adjustment of [REDACTED] 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 therefore, 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 [REDACTED] submitted in support of a claim for equitable adjustment under any requirement of this contract shall contain 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.

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H-4 NAVSEA 5252.233 9107 EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (AT) (JAN 1983)

- (a) Whenever the Contractor, after receipt of a change made pursuant to the clause of this contract entitled "CHANGES" or after affirmation of a constructive change under the "NOTIFICATION OF CHANGES" (FAR 52.243-7) requirement, submits any claim for equitable adjustment under the foregoing, such claim shall include all types of adjustments in the total amounts to which the foregoing entitle the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change.
- (b) Further, the Contractor agrees (except as the parties may otherwise agree) that, if required by the Contracting Officer, it will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

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

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

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for incorporation in the equipment to be delivered under Item 0001 (SLIN 0001AA, and, if exercised, Option SLINs 0001AB and 0001AC), Item 0002 (SLIN 0002AA, and, if exercised, Option SLINs 0002AB and 0002AC), and if Options are exercised Item 0003 (0003AA, 0003AB, 0003AC), Item 0006 (0006AA, 0006AB, 0006AC), Item 0007 (0007AA, 0007AB, 0007AC), and Item 0008 (0008AA, 0008AB, 0008AC) of this contract:

Attachment J-6 is the consolidated listing of the Government-Furnished Property (Incorporation) for each LCAC. The Planned Availability Date of the Government-Furnished Property (Incorporation) listed in Attachment J-6 is the Induction Date of the respective LCACs into the SLEP availability with the following exceptions:

- a. FY08 LCACs 41, 46, and if exercised, 53

FY08 LCACs 41, 46, and if exercised, 53					
Work Item	Drawing	Qty/	Part Number	Description	Planned Availability Date After

No.	Revision Find No.	UI			Craft Induction Date
234-90-001	7325552 Rev D FN 3	4 EA per craft	00-0040-01	ETF40B Engine System Assembly (See FADEC below) (See Note1)	No earlier than six (6) months after the date of each craft's induction into SLEP availability. Contractor specify need date per CDRL B007.
234-90-001	7325556 Rev F FN 8	4 EA per craft	0-300-249-07	FADEC Assembly (Included as part of ETF40B Engine System Assembly) (See Note 1)	
Note 1: Each ETF40B Engine System Assembly consisting of Power Producer Module and Output Group Module, including FADEC Assembly, is provided in a ETF40B Engine Shipping/Storage container					
410-85-005	7325573 Rev F FN 21	4 EA per craft	9D-84520-1	Monitor 10"	No earlier than six (6) months after the date of each craft's induction into SLEP availability. Contractor specify need date per CDRL B007.
410-85-005	7325573 Rev F FN 25	2 EA per craft	9D-84515-1	Monitor 16"	
246-12-001	5749525 Rev V FN 1	2 EA per craft	5749525-1	Propeller Shroud Assembly	If Supplemental Work Package A for respective LCAC is exercised, Prop Shroud Assembly will be provided five (5) months after Contractor removes and provides Prop Shroud Assembly to the Government. Contractor specify need date per CDRL B007.
120-11-001 (LCAC 46 only)	5750286 Rev Q FN	2 EA per craft	660509001	Propeller Assembly	No earlier than six (6) months after the date of the craft's induction into SLEP availability. Contractor specify need date per CDRL B007.

b. FY08 LCAC 41

FY08 LCAC 41					
Work Item No.	Drawing Revision Find No.	Qty/UI	Part Number	Description	Planned Availability Date After Craft Induction Date (ID) in Months (ID plus X months) (See Note 2)
514-11-005	7539642 Rev I FN 1	1 EA	MILG70VAC420-2	Compressor	ID+0.5 months (ACU 4)
Note 2: Due to different Induction Dates for LCAC undergoing SLEP at ACU 4 or at the Contractor's Facility, different Planned Availability Dates after Craft Induction Date are listed. The entry with (ACU 4) refers to LCAC SLEP at ACU 4; the entry with (CF) refers to LCAC SLEP at the Contractor's Facility.					

c. FY09 LCACs 67, 70, and 71

If options are exercised, FY09 LCACs 67, 70, and 71
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Work Item No.	Drawing Revision Find No.	Qty/ UI	Part Number	Description	Planned Availability Date After Craft Induction Date
234-90-001	7325552 Rev D FN 3	4 EA per craft	00-0040-01	ETF40B Engine System Assembly (See FADEC below) (See Note1)	No earlier than six (6) months after the date of each craft's induction into SLEP availability. Contractor specify need date per CDRL B007.
234-90-001	7325556 Rev F FN 8	4 EA per craft	0-300-249-07	FADEC Assembly (Included as part of ETF40B Engine System Assembly) (See Note 1)	
Note1: Each ETF40B Engine System Assembly consisting of Power Producer Module and Output Group Module, including FADEC Assembly, is provided in a ETF40B Engine Shipping/Storage container					
410-85-005	7325573 Rev F FN 21	4 EA per craft	9D-84520-1	Monitor 10"	No earlier than six (6) months after the date of each craft's induction into SLEP availability. Contractor specify need date per CDRL B007.
410-85-005	7325573 Rev F FN 25	2 EA per craft	9D-84515-1	Monitor 16"	
246-12-001	5749525 Rev V FN 1	2 EA per craft	5749525-1	Propeller Shroud Assembly	If Supplemental Work Package A for respective LCAC is exercised, Prop Shroud Assembly will be provided five (5) months after Contractor removes and provides Prop Shroud Assembly to the Government. Contractor specify need date per CDRL B007.

The Contractor shall determine the "Need Date" of Government-Furnished Property (Incorporation) items listed in Attachment J-6 for each SLEP LCAC. The "Need Date" shall be based upon the Contractor's SLEP production schedule for each craft, compliance with Federal Acquisition Regulation (FAR) and NAVSEA Standard Item government property control and status reporting requirements contained within this contract, and determination of the priority of Government-Furnished Property (Incorporation) item requirements by Specification Work Item. The Government intends to provide all Government-Furnished Property (Incorporation) items associated with a Specification Work Item to meet the Contractor's "Need Date", but may not be able to provide items earlier than the planned availability dates specified herein. The Contractor shall report the "Need Date" of Government-Furnished Property (Incorporation) items for each SLEP LCAC in accordance with Attachment J-2. The report shall include LCAC hull number, Specification Work Item number, and "Need Date" associated with the Specification Work Item number. The Government will provide the status of the shipment of Government-Furnished Property (Incorporation) items by LCAC hull number and Specification Work Item number. Included in the report will be the status of Government-Furnished Property (Incorporation) items listed in paragraphs a through c above.

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



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

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract whether it is performed at Contractor's Facility or at Assault Craft Unit 4:

Item No.	Property Description	Comment
1	TF40B Engine Storage Container NSN 8145-01-454-3870, P/N P2128-9335 or, NSN 8145-LL-HA3-7435, P/N 234-6768837	One storage container will be provided for each TF40B engine removed from the LCAC craft (Contractor notify the Supervisor two weeks prior to requirement for engine storage container)
2	ETF40B Engine Shipping/Storage Container NSN 8145-01-521-2367, P/N P2128-9335	Each ETF40B Engine System Assembly will be provided in an engine shipping/storage container. Within 5 working days of completion of its use, the Contractor shall return the shipping/storage container to the Supervisor.
3	ETF40B Test Kit	See Note 1
4	Auxiliary Power Unit (APU) Test Kit	See Note 1
5	Rudder Calibration Fixture	See Note 1
6	Propeller Calibration Fixture	See Note 1
7	Squib Tester	See Note 1
8	Rate Table and Rate of Turn Gyro Cable	See Note 1
9	CDR Assembly Drive, P/N 110-2430-098-0C	Includes : Digital Nautical Charts and Site Mission Plan See Note 1
10	LCAC Mission Support Station (LMSS)	Includes: MPAS and LPAS (Data Reduction Tools) See Note 1
11	Propeller Offset Lifting Fixture, P/N 7614-852018-001	See Note 1
12	Bleed Air Anti-Icing System Bracket Locator Tool	See Note 1 Drawing No. 251-8273948
13	ATABS Analyzer	See Note 1

Note 1: The item is provided for craft equipment installation and/or test purposes only. The item shall be picked up from the Supervisor prior to its required use and it shall be returned to the Supervisor upon completion of its use on each craft. The earliest availability of the item is the induction date of the first craft under this contract.

#### SLEP AVAILABILITIES AT ASSAULT CRAFT UNIT FOUR

In accordance with Section F, Additional Requirement F-2 entitled "Place of Performance," this is the only requirement in this contract for the Government to provide to the Contractor any facilities, equipment (not including the equipment addressed under Special Contract Requirements H-5 entitled "Government-Furnished Property (Incorporation)") for SLEP performance at Assault Craft Unit Four (ACU 4) and not at Contractor's Facility.

The price and delivery schedule set forth in this contract contemplate the rent-free use of the facilities and equipment identified in paragraphs below for SLEP performance at ACU 4. If the Government limits or terminates the Contractor's rent-free use of said facilities and equipment, and such action affects the ability of the Contractor to perform this contract

in accordance with its terms and conditions, then an equitable adjustment in the price or delivery schedule or both, shall be made pursuant to the clause entitled "CHANGES--FIXED PRICE" (FAR 52.243-1); provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under this contract, the Contractor shall be entitled only to such adjustment as the Contracting Officer determines to be appropriate under the circumstances.

For SLEP performance at ACU 4 only, the Government will provide for use in connection with and under the terms of this contract the following:

(1) Access to the vessel (LCACs 41, 46, and if options are exercised, 53, and LCACs 67, 70, and 71) at ACU-4, U. S. Naval Amphibious Base, Little Creek, Norfolk, VA.

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

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

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

(4) Utility Services at ACU 4: None.

(5) Equipment Services at ACU 4:

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

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

H-7 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>

#### CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Contractor shall not, unless otherwise directed or approved in writing by the Department, carry or incur the expense of any insurance against any form of loss of or damage to the vessels or to the materials or equipment therefor to which the Government has acquired title or which have been furnished by the Government for installation by the Contractor. The Government assumes the risks of loss of and damage to the vessels and such materials and equipment which would have been assumed by the underwriters if the Contractor had procured and maintained throughout the term of this contract, on behalf of itself and the Government, insurance with respect to the vessels and such materials and equipment for full value against pre keel and post keel laying risks (i) under the forms of Marine Builders Risk (Navy Form Syndicate) policy, including the rider attached to the "Free of Capture and Seizure" clause thereof, and War Damage policy, both as set forth in the pamphlet entitled "Standard Forms of Marine Builders Risk (Navy Form Syndicate) and War Damage Insurance Policies referred to in Vessel Contracts to the Bureau of Ships," dated 23 November 1942, or (ii) under any other policy forms which the Assistant Secretary of the Navy (R,D&A), Insurance Office shall determine were customarily carried or would have been customarily carried by the Contractor in the absence of the foregoing requirement that the Contractor not carry or incur the expense of insurance, provided, that the Government does not assume any risk with respect to loss or damage compensated for by insurance or otherwise or resulting from risks with respect to which the Contractor has failed to procure or maintain insurance, if available, as required or approved by the Department; provided, further, that under the above identified policies or under this requirement the Government does not assume any risk with respect to, and will not pay for any costs of the Contractor for the inspection, repair, replacement, or renewal of any defects themselves in the vessel(s) or such materials and equipment due to (A) defective workmanship, or defective materials or equipment performed by or furnished by the Contractor or its subcontractors or, (B) workmanship, or materials or equipment performed by or furnished by the Contractor or its subcontractors which do(es) not conform to the requirements of the contract, whether or not any such defect is latent or whether or not any such non conformance is the result of negligence; provided, further, that under the above identified policies or under this requirement the Government does not assume the risk of and will not pay for the costs of any loss, damage, liability or expense caused by, resulting from, or incurred as a consequence of delay or disruption of any type whatsoever. No requirement of this contract shall operate to subject the Contractor to a liability for which the Government has assumed the risk hereunder.

Notwithstanding the foregoing, the Contractor shall bear the first [redacted] of loss or damage from each occurrence or incident the risk of which the Government otherwise would have [redacted] under the requirements of this paragraph.

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

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

(d) All insurance which is or may be required or approved pursuant to this requirement shall be in such form, in such amounts, for such periods of time, and with such insurers as the Department may from time to time require or approve, provided the Contractor shall be named as an insured and shall be entitled to payment of any loss or damage as its interests may appear. The policies or certificates of insurance shall be deposited with the Assistant Secretary of the Navy (R,D&A), Insurance Office, or as the Department may otherwise direct.

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

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

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

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

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

(f) The coverage provided by this requirement is extended geographically to include material or equipment to which the Government has acquired title or which has been furnished by the Government and is located in the following contractor facilities or in transit between facilities:

(List facilities)

The Contractor may request the Contracting Officer to extend the geographical coverage of this requirement to newly acquired or leased facilities which are to be used in the performance of this contract.

#### CLAUSES INCORPORATED BY FULL TEXT

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

(a) Any and all partial and progress payments made hereunder on account of the vessels and the materials and equipment therefor shall be secured, when made, by a lien in favor of the Government upon such material and equipment on account of all payments so made, except to the extent that the Government, by virtue of any other requirement of this contract, or otherwise, shall have valid title to such material and equipment as against other creditors of the Contractor. If such property is not identified by marking or segregating, the Government shall be deemed to have a lien upon a proportionate part of any mass of property with which such property is commingled. Any lien provided for by virtue of this requirement is paramount to all other liens under the provisions of 10 U.S.C. Sec 2307. Upon completion and delivery of the vessels, said lien shall be discharged as to any materials and equipment which have not been included in the vessels and which are no longer required therefor.

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

(c) Title to the vessels under construction shall be in the Government and title to all materials and equipment acquired for each vessel shall vest in the Government upon delivery thereof to the plant of the Contractor or other place of storage selected by the Contractor, whichever of said events shall first occur; provided, that the Supervisor may, by written direction, require that title shall vest in the Government upon delivery of such materials and equipment to the carrier for transportation to the plant of the Contractor or other place of storage selected by the Contractor. The amount of any freight charges, transportation, taxes or other costs which would have been paid by the Contractor, either directly or as an element of any subcontract cost, and which the Contractor shall not be required to pay as a result of such earlier vesting of title and any use of Government bills of lading, shall be determined and treated as though resulting from a change order and the contract price reduced accordingly. Upon completion of the vessels, or with the approval of the Supervisor at any time during the construction of the vessels, all such materials and equipment which have not been included therein and which are agreed between the Contractor and the Supervisor to be no longer required therefor, except materials and equipment which were furnished by the Government or the cost of which has been reimbursed by the Government to the Contractor, shall become the

property of the Contractor; provided, however, that models, mockups, plans and other items which the Contractor is expressly required to construct, prepare, or furnish shall remain the property of the Government. Upon completion of the contract, or at such earlier date as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of property not consumed in the performance of this contract (including any resulting scrap) or not theretofore delivered to the Government, the cost of which has been reimbursed by the Government to the Contractor apart from the fixed price. The Contractor shall deliver or make such other disposal of such property as may be directed or authorized by the Contracting Officer. Recoverable scrap from such property shall be reported in accordance with such procedure and in such form as the Contracting Officer may direct. The net proceeds of any such disposal shall be credited to the Government and shall be paid in such manner as the Contracting Officer may direct. For the purpose of this requirement, "net proceeds" means actual amount collected from such sale of disposal less sales, collection fees and other reasonable related expenses.

#### CLAUSES INCORPORATED BY FULL TEXT

##### H-10 NAVSEA 5252.243-9113 OTHER CHANGE PROPOSALS (FT) - ALTERNATE I (JAN 1990)

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

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

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

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

## CLAUSES INCORPORATED BY FULL TEXT

## H-12 NAVSEA 5252.246-9128 DELIVERY OF COMPLETED VESSEL (FT) (JAN 1983)

The term "vessel" as used in this requirement refers to each of the vessels to be constructed and delivered under this contract.

(a) The vessel shall not be presented for acceptance trials (as used in this requirement acceptance trials means acceptance trials or combined acceptance trials) until it is determined by the Supervisor that the Contractor has satisfactorily carried out those parts of the builder's trials for which the Contractor is responsible, including builder's dock and sea trials, and that the Contractor has:

(i) Corrected all Contractor responsible deficiencies discovered before completion of all builder's sea trials, unless otherwise agreed to in writing by the Contracting Officer; and

(ii) Corrected all Contractor responsible deficiencies discovered after completion of the builder's sea trials which are determined by the Contracting Officer to be necessary to avoid an adverse effect on the operational capability of the vessel.

(b) The Contractor shall be responsible for scheduling an interval of a minimum of fourteen (14) days between the satisfactory completion of acceptance trials and delivery of the vessel. During this period, the Contractor shall satisfactorily correct all Contractor responsible deficiencies, whether discovered before, during, or after completion of acceptance trials, which are determined by the Contracting Officer to be necessary to avoid an adverse effect on the operational capability of the vessel.

(c) Prior to delivery of the vessel, to the extent necessary for tests, crew training, or operations which the Government is to perform and which do not require the Government to have control of the entire vessel, the Contractor shall make parts of the vessel available to the Government; to the extent necessary for tests, crew training, trials or operations which the Government is to perform and which require the Government to have control of the entire vessel, such as alongside training, fast cruise and underway trials, the Contractor shall make the entire vessel available to the Government at dockside, at the Contractor's plant, for such periods of time as are necessary for such trials and operations. During all periods of time when the entire vessel is made available to the Government, the Contractor shall, as requested by the Government and required by the specifications, provide technical assistance and provide assistance necessary to correct defects which develop or are discovered during trials or operations of the vessel. Following the completion of each such trial or operation, the Government shall return the vessel to the

Contractor at dockside, at the Contractor's plant, for the correction of defects, if any, and completion of construction in accordance with the terms of this contract.

(d) Upon satisfactory completion (i) of acceptance trials and (ii) of the correction of deficiencies as provided in paragraph (b) above, the Contractor shall deliver the vessel to the Government for preliminary acceptance.

(e) Following preliminary acceptance, the Government may, during the guaranty period, make the vessel available to the Contractor, at the Contractor's plant, (i) for correction of defects noted at the time of preliminary acceptance, or which are discovered during the guaranty period, and (ii) for the performance of any additional work required by change orders issued pursuant to the "CHANGES" clause of this contract prior to preliminary acceptance and not theretofore performed. If the Government elects to make the vessel(s) available to the contractor, at the contractor's plant, for the accomplishment of the above described post delivery work, the contractor agrees to accept the vessel(s) and perform the work. The contractor also agrees to consider the accomplishment of additional work during the post shakedown availability under a standard Government contract. If the post shakedown availability period shall begin during but extend beyond the expiration of the guaranty period, the Government may during the extended period leave the vessel at the Contractor's plant or return the vessel thereto for the correction of defects not previously corrected and for the performance of any additional work required by change orders issued pursuant to the "CHANGES" clause of this contract prior to preliminary acceptance and not theretofore performed.

(f) The Contractor shall exercise reasonable care to protect the vessel at all times until the delivery of the vessel, and thereafter during such times as the vessel is at the Contractor's plant during the guaranty period or during the post shakedown availability period if the latter shall extend beyond the expiration of the guaranty period, except for periods of time when the entire vessel is made available to the Government. During such periods, while the vessel is at the Contractor's plant, the Contractor shall provide assistance to protect and service the vessel, and shall effect any correction of defects or performance of uncompleted work, to the extent permitted or required by the Government.

(g) In accordance with the inspection requirements of the contract, all actions of the Government pursuant to this requirement shall be performed in such a manner as to not unduly delay the work.

#### H-13 PERFORMANCE INCENTIVES

(Applicable to SLINs 0001AA and 0002AA, and, if Options are exercised, SLINs 0001AB, 0001AC, 0002AB, 0002AC, 0003AA, 0003AB, 0003AC, 0006AA, 0006AB, 0006AC, 0007AA, 0007AB, 0007AC, 0008AA, 0008AB and 0008AC)

(A) Performance Incentives. In addition to the price specified in Section B for SLINs 0001AA, and 0002AA, and, if Options are exercised, SLINs 0001AB, 0001AC, 0002AB, 0002AC, 0003AA, 0003AB, 0003AC, 0006AA, 0006AB, 0006AC, 0007AA, 0007AB, 0007AC, 0008AA, 0008AB and 0008AC, the Contractor may earn a performance incentive as determined by the Incentive Determining Official (IDO). The Government's purpose in granting a performance incentive is to encourage and reward superior Contractor effort directed toward performance of this contract. The specifics for evaluation are set forth in paragraphs that follow.

(B) Incentive Evaluation Board. The Contractor's performance evaluation for each SLEP LCAC will be reviewed by an Incentive Evaluation Board (IEB) consisting of the Chairman and/or Vice Chairman and at least two of the following members:

Chairman: Amphibious Warfare Program, Deputy Program Manager (PMS377B)

Vice Chairman: LCAC Acquisition Manager (PMS377J)

Members:



- Amphibious Warfare Program Business/Financial Management Director (PMS3773)
- Procuring Contracting Officer (PCO) (SEA 022)
- LCAC Competitive SLEP Manager (PMS377J3)
- Administrative Contracting Officer (ACO) / (Supervisor)
- Ship Design Manager (SEA 05D3)

(C) Incentive Determining Official (IDO). The IDO, Amphibious Warfare Program Manager (PMS377), shall determine the performance incentive the Contractor will receive. The determination will be made upon the basis of computations made by the Incentive Evaluation Board pursuant to paragraph (D) below.

(D) Performance Calculations.

(1) SLINs 0001AA, 0002AA, and, if Options are exercised, SLINs 0001AB, 0001AC, 0002AB, 0002AC, 0003AA, 0003AB, 0003AC, 0006AA, 0006AB, 0006AC, 0007AA, 0007AB, 0007AC, 0008AA, 0008AB and 0008AC – The available incentive pool for delivery or preliminary acceptance of craft, as applicable, listed in Section F, meeting quality requirements is as follows:

(a) SLEP Availabilities at Assault Craft Unit Four (ACU 4)

	Available Incentive Pool Per LCAC		Available Incentive Pool Per LCAC	Available Incentive Pool Per FY Group
FY08 LCAC Craft	Delivery one month early, but no earlier than		Delivery two months early or more	
LCAC 41	[Redacted] or [Redacted]		[Redacted]	
LCAC 46				
LCAC 53 (option)		or		
FY09 LCAC Craft	On-Time Delivery			
LCAC 67 (option)	[Redacted]			
LCAC 70 (option)				
LCAC 71 (option)				
All FY09 LCACs Delivered On-Time or Earlier				See Note 1
The Total Available Incentive Pool for FY08 LCACs is [Redacted]				
The Total Available Incentive Pool for FY09 LCACs is [Redacted]				

Note 1: See paragraph below entitled PERFORMANCE INCENTIVE EARNED FOR FISCAL YEAR (FY09) LCAC GROUP

(b) SLEP Availabilities at the Contractor’s Facility

	Available Incentive Pool Per LCAC		Available Incentive Pool Per LCAC	Available Incentive Pool Per FY Group
FY08 LCAC Craft	Preliminary Acceptance one month early, but no earlier than two months		Preliminary Acceptance two months early or more	
LCAC 41	or			
LCAC 46				
LCAC 53 (option)		or		
FY09 LCAC Craft	On-Time Acceptance			
LCAC 67 (option)				
LCAC 70 (option)				
LCAC 71 (option)				
All FY09 LCACs Accepted On-Time or Earlier				See Note 1
The Total Available Incentive Pool for FY08 LCACs is				
The Total Available Incentive Pool for FY09 LCACs is				

Note 1: See paragraph below entitled PERFORMANCE INCENTIVE EARNED FOR FISCAL YEAR (FY09) LCAC GROUP

(2) The amount of performance incentive earned, subject to the determination of the IDO, will be calculated as follows for SLEP LCAC under SLINs 0001AA, 0002AA, and, if Options are exercised, SLINs 0001AB, 0001AC, 0002AB, 0002AC, 0003AA, 0003AB, 0003AC, 0006AA, 0006AB, 0006AC, 0007AA, 0007AB, 0007AC, 0008AA, 0008AB and 0008AC as follows:

**PERFORMANCE INCENTIVE EARNED PER CRAFT**

Performance Incentive Earned Per Craft = (Delivery/Preliminary Acceptance Incentive) X (Quality Rating Factor)

Where,

FY08 LCAC Craft:

Delivery/Preliminary Acceptance Incentive\* = [redacted] for Delivery or Preliminary Acceptance, as appropriate, one month early but no earlier than two months; or

Delivery/Preliminary Acceptance Incentive\* = [redacted] for Delivery or Preliminary Acceptance, as appropriate, two months early or more

FY09 LCAC Craft:

Delivery/Preliminary Acceptance Incentive\* = [REDACTED] for Delivery or Preliminary Acceptance, as appropriate, on-time or earlier; and

Delivery/Preliminary Acceptance Incentive\* = [REDACTED] additional when all FY09 LCACs, if all three (3) have been exercised, have been awarded the [REDACTED] Per [REDACTED] Incentive. This additional incentive is subject to below paragraph entitled Performance Incentive Earned for FY09 LCAC Group.

and

Quality Rating Factor\*\*

\*Delivery/Preliminary Acceptance Incentive

a. Craft Delivery/Preliminary Acceptance Dates are as specified in Section F.

b. For FY08 craft:

(1) There is no Available Incentive Pool for Delivery/Preliminary Acceptance of craft occurring later than 13 months into the SLEP availability.

(2) The Available Incentive Pool for Delivery/Preliminary Acceptance of craft occurring at 13 months, or any time earlier than 13 months but no earlier than 12 months into the SLEP availability is \$50,000 per craft.

(3) The Available Incentive Pool for Delivery/Preliminary Acceptance of craft occurring at 12 months or earlier into the SLEP availability is \$150,000 per craft.

(4) There is no Available Incentive Pool for any Option SLEP LCAC if the Option exercising the SLEP availability is not exercised for that LCAC. The Available Incentive Pool for any Option SLEP LCAC not exercised is not available for other SLEP LCACs.

c. For FY09 craft:

(1) There is no Available Incentive Pool for Delivery/Preliminary Acceptance of craft occurring later than 12 months into the SLEP availability.

(2) The Available Incentive Pool for Delivery/Preliminary Acceptance of craft occurring at 12 months or earlier into the SLEP availability is \$50,000 per craft.

(3) There is no Available Incentive Pool for any Option SLEP LCAC if the Option exercising the SLEP availability is not exercised for that LCAC. The Available Incentive Pool for any Option SLEP LCAC not exercised is not available for other SLEP LCACs.

d. A craft will be considered delivered/preliminarily accepted on that day if it is delivered/preliminarily accepted before 3:00 PM (local time).

(1) For SLEP availabilities conducted at ACU 4, the Supervisor will establish and promulgate a craft delivery letter specifying the actual date the craft is delivered.

(2) For SLEP availabilities conducted at the Contractor's Facility, the date of preliminary acceptance of the craft at the Contractor's Facility by the Government listed on DD Form 250 is the craft's preliminary acceptance date.

e. Government personnel will not be available to receive the craft from the Contractor on weekends and Federal Holidays nor between Christmas and New Years Day.

**\*\*Quality Rating Factor (QRF)**

a. QRF is “1” (one) for the Contractor’s satisfactory completion of all Contractor responsible INSURV items no later than:

(1) Craft delivery, as specified above, for SLEP availabilities conducted at ACU 4, or

(2) Craft preliminary acceptance at the Contractor’s Facility, as specified above, for SLEP availabilities conducted at the Contractor’s Facility,

b. QRF is “0” (zero) if one or more Contractor assigned INSURV items exist at either craft delivery or craft preliminary acceptance as specified in paragraphs (a)(1) and (a)(2) and above.

c. Contractor responsible INSURV items are those assigned during the screening process of INSURV trial deficiencies. The Supervisor will verify and promulgate the status of completion of Contractor responsible INSURV items at craft delivery at ACU 4, or at craft preliminary acceptance at the Contractor’s Facility, as appropriate.

**PERFORMANCE INCENTIVE EARNED FOR FISCAL YEAR (FY09) LCAC GROUP**

The Contractor may earn a Performance Incentive Earned for the FY09 LCAC Group, subject to the determination of the IDO, under one, and only one, of the following as applicable:

(1) Option SLINs exercised for all three FY09 SLEP LCACs.

[REDACTED] for FY09 LCACs if each of the three LCACs within the FY09 3-LCAC Group is either delivered or preliminarily accepted on-time, as appropriate, and for which the Contractor has been awarded a Performance Incentive Award Per Craft for each of the three craft. No performance incentive will be awarded for the FY09 3-LCAC Group if the Contractor is not awarded a Performance Incentive Award Per Craft for any one of the three LCACs within the FY09 3-LCAC Group.

(2) Option SLINs exercised for two of three FY09 SLEP LCACs.

[REDACTED] for FY09 LCACs if both of the LCACs within the FY09 2-LCAC Group is either delivered or preliminarily accepted on-time, as appropriate, and for which the Contractor has been awarded a Performance Incentive Award Per Craft for both craft. No performance incentive will be awarded for the FY09 2-LCAC Group if the Contractor is not awarded a Performance Incentive Award Per Craft for both of the LCACs within the FY09 2-LCAC Group.

(3) Option SLIN exercised for one of three FY09 SLEP LCACs.

[REDACTED] for the one FY09 LCAC if it is either delivered or preliminarily accepted on-time, as appropriate, and for which the Contractor has been awarded a Performance Incentive Award Per Craft. No performance incentive will be awarded for the FY09 1-LCAC Group if the Contractor is not awarded a Performance Incentive Award Per Craft for one craft in the FY09 1-LCAC Group.

**(E) Incentive Determination and Reclama Procedures.**

(1) Within fifteen (15) working days

(a) After the delivery of each SLEP LCAC delivered under SLINs 0001AA and 0002AA, and, if Options are exercised, SLINs 0001AB, 0001AC, 0002AB, 0002AC, 0003AA, 0003AB, 0003AC, 0006AA, 0006AB, 0006AC, 0007AA, 0007AB, 0007AC, 0008AA, 0008AB and 0008AC, the Contractor shall compute and

submit calculations for Performance Incentive Earned Per Craft, and supporting documentation, including a copy of the craft delivery letter or the DD Form 250, to the IEB using the formula and evaluation criteria specified in paragraph (D) above.

(b) After determination of the Performance Incentive Earned Per Craft for the last craft of the FY09 LCAC Group the Contractor shall submit supporting documentation, craft delivery letter, DD Form 250, and the unilateral modification to the contract to provide for the earned Performance Incentive, for each craft within the FY09 LCAC Group to the IEB for consideration for award of Performance Incentive Earned for the FY09 LCAC Group.

(2) Within ten (10) working days after receiving the Contractor's computation for Performance Incentive Earned Per Craft, or documentation for Performance Incentive Earned for the FY09 LCAC Group, the Incentive Evaluation Board shall meet and either:

For Performance Incentive Earned Per Craft:

- (a) Accept the Contractor's computation and evaluation for the Performance Incentive Earned Per Craft; or
- (b) Recommend an alternative computation and evaluation for the Performance Incentive Earned Per Craft.

For Performance Incentive for the FY09 LCAC Group

- (a) Accept the Contractor's documentation for the Performance Incentive for the FY09 LCAC Group;
- or
- (b) Not accept the Contractor's documentation, for any one or more craft, and recommend no Performance Incentive for the FY09 LCAC Group.

If the IEB recommends an alternative computation and evaluation for the Performance Incentive Earned Per Craft, the IEB shall simultaneously provide to the Contractor calculations, evaluation data, and supporting data for the IEB's recommendation. After reviewing each others computations and evaluation and supporting data, if the IEB and the Contractor are unable to reach agreement on the computation and evaluation of the Performance Incentive Earned Per Craft, then the Performance Incentive Earned Per Craft shall be determined by the IDO and shall be no less than that recommended by the IEB and no more than that recommended by the Contractor.

If the IEB recommends no Performance Incentive Earned for the FY09 LCAC Group, the IEB shall simultaneously provide to the Contractor documentation and supporting data for the IEB's recommendation. After reviewing each others documentation and supporting data, if the IEB and the Contractor are unable to reach agreement on the Performance Incentive Earned for the FY09 LCAC Group, then the Performance Incentive Earned for the FY09 LCAC Group shall be determined by the IDO and shall be no less than that recommended by the IEB and no more than that recommended by the Contractor.

(3) IDO must issue a purchase request to the Procuring Contracting Officer to issue a modification.

(4) Within ten (10) working days of determination of the Performance Incentive Earned Per Craft or the Performance Incentive Earned for the FY09 LCAC Group by the IDO, the PCO or the ACO shall issue a unilateral modification to the contract to provide for the earned Performance Incentive, if so earned.

- (F) Payment of Performance Incentive Earned Per Craft. The Contractor will be paid Performance Incentive Earned Per Craft or the Performance Incentive Earned for the FY09 LCAC Group, if any, upon submitting a proper invoice or voucher to the cognizant payment office, together with a copy of the unilateral modification to the contract authorizing payment of the performance incentive for the applicable SLEP LCAC or the FY09 LCAC Group delivered or accepted, as applicable.
- (G) IDO's Determination. Determinations of the IDO with respect to the incentive to be paid to the Contractor are unilateral decisions made solely at the discretion of the Government.

H-14 POST-SHAKEDOWN AVAILABILITY (PSA) OF SLEP LCACS (PIO CLINs 0014-0019)

(a) Post-Shakedown Availability (PSA) requirements of SLEP LCAC shall be performed as specified in contract modifications, if ordered, under PIO CLINs 0014-0019. Work is to commence no later than 120 days following redelivery of SLEP craft at ACU 4 or the Preliminary Acceptance date of SLEP craft at the Contractor’s Facility, as appropriate.

(b) For each craft undergoing SLEP, the Contractor may be required to provide up to (see table below) manhours (including prime and subcontractor) of work at a loaded manhour rate (see table below) and dollars of material (see table below) to be performed as "Post-Shakedown Availability (PSA) requirements" in addition to performance of all items of the work packages set forth in:

(1) For Offeror’s proposal addressing LCAC SLEP performance at ACU 4, Contract Sub-Line Item Numbers (SLINs) 0001AA and 0002AA, and Option SLINs 0001AB, 0001AC, 0002AB, 0002AC, 0003AA, 0003AB, 0003AC, 0006AA, 0006AB, 0006AC, 0007AA, 0007AB, 0007AC, 0008AA, 0008AB, 0008AC, and, if ordered, Additional Requirements under PIO CLINs 0020-0031; or

(2) For Offeror’s proposal addressing LCAC SLEP performance at the Contractor’s Facility, Contract Sub-Line Item Numbers (SLINs) 0001AA and 0002AA, and Option SLINs 0001AB, 0001AC, 0002AB, 0002AC, 0003AA, 0003AB, 0003AC, 0004AA, 0004AB, 0005AA, 0005AB, 0006AA, 0006AB, 0006AC, 0007AA, 0007AB, 0007AC, 0008AA, 0008AB, 0008AC, 0009AA, 0009AB, 0010AA, 0010AB, and , if ordered , Additional Requirements under PIO CLINs 0020-0031.

The Contractor agrees that these Post-Shakedown Availability (PSA) requirements for manhours and material, if exercised per contract modifications issued by the Supervisor, shall be performed during the period immediately following redelivery of each craft at ACU 4 or the Acceptance date of SLEP craft at the Contractor’s Facility, as appropriate, without impacting, accelerating, or causing delays or disruptions to the work required by the aforementioned work items, to any other Government contract, or to any other work in progress for the Government.

Craft	
LCAC 41	
LCAC 46	
LCAC 53	
LCAC 67	
LCAC 70	
LCAC 71	

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

H-15 ADDITIONAL GOVERNMENT REQUIREMENTS – PIO CLINs 0020 through 0031

(a) (1) The Contractor shall schedule the performance of all items of the work package set forth in Contract Sub-Line Item Numbers (SLINs) 0001AA, and 0002AA, and, Option SLINs 0001AB, 0001AC, 0002AB, 0002AC, 0003AA, 0003AB, 0003AC, 0006AA, 0006AB, 0006AC, 0007AA, 0007AB, 0007AC, 0008AA, 0008AB and 0008AC, so as to permit up to a total of (see table below) direct production manhours (both prime and subcontractor) of work at a loaded manhour rate of (see table below) and dollars of material (see table below) to be performed as "Additional Requirements" (i.e., supplemental and emergent work) for each SLEP LCAC. The contractor agrees that these Additional Requirements for manhours and material, if ordered, shall be performed concurrently with the aforementioned work items, during the contract period of performance, without impacting, accelerating, or causing delays or disruptions to the work required by the aforementioned work items, to any other Government contract, or to any other work in progress for the Government.

Craft	
LCAC 41	
LCAC 46	
LCAC 53	
LCAC 67	
LCAC 70	
LCAC 71	

\*The Contractor is to propose the fully loaded manhour labor rate, inclusive of prime and subcontractor efforts, (including profit, General and Administrative (G&A), Quality assurance (QA), supervision, support functions, and all indirect charges/costs). The manhours listed include both prime and subcontractor manhours. Labor Dollars (\$) equals Manhours times the Loaded Rate. This rate will be used for negotiating changes as required by this requirement and C-2 Provisioned Items Orders under CLINs 0020 – 0022 and 0026 – 0028. Material costs will not be included in the fully loaded manhour labor rate. The Contractor shall insert the data provided in column titled "Loaded Rate" to concomitant CLIN in Section B, "Unit Price".

\*\* The total amount of \$200,000.00 per LCAC represents the Government’s estimate of material costs that may be added to the contract through the issuance and negotiation of contract changes set forth under this Special Contract Requirement and C-2 Provisioned Items Orders.

(2) Definitions.

(i) "Supplemental Work" means work resulting from revisions within the work packages.

(ii) "Emergent Work" means work resulting from craft inspections and assessments, production activities, and craft testing.

(3) The "Additional Requirements", if required, shall be ordered during the contract period of performance, as may be modified, on the following schedule:

(i) No more than 80% of the hours prior to the 50% work completion point for LCACs 41 and 46, if option(s) is/are exercised, LCACs 53, 67, 70, and 71 (each considered as one production lot). The 50% work completion point is defined as that point in the Production Schedule where the budgeted cost (in man-hours) of contractor and sub-contractor work scheduled equates to 50% of the total budgeted cost (in man-hours) of the work scheduled during the availability.

(ii) No more than 15% of the hours after the 75% work completion point for LCACs 41 and 46, if option(s) is/are exercised, LCACs 53, 67, 70, and 71 (each considered as one production lot). The 75% work completion point is defined as that point in the Production Schedule where the budgeted cost (in man-hours) of

contractor and sub-contractor work scheduled equates to 75% of the total budgeted cost (in man-hours) of the work scheduled during the availability.

(b) Whenever the Government orders Additional Requirements pursuant to this requirement and C-2 Provisioned Items Orders, the contractor shall submit a price proposal for such work. This proposal shall be submitted within 3 days of the receipt of the Government's request for a proposal, or within such time provided in writing by the Contracting Officer. The contractor's failure to submit its proposal within the 3 days, or such extended period of time, may be considered a failure of the parties to negotiate a fair and reasonable price for the "Additional Requirements" and will permit the Contracting Officer to take any one of the actions set forth in subparagraph (c) below. "Additional Requirements" proposals shall be priced using the fully loaded rate set forth in this Special Contract Requirement and Section B. The contractor agrees that the number of manhours included in its price proposal for such Additional Requirements shall include only direct production manhours. For these purposes, direct production manhours (both prime and subcontractor) are for skilled labor at the journeyman level expended in direct production as exemplified by the following functions:

- |                            |                                 |
|----------------------------|---------------------------------|
| Abrasive cleaning/blasting | Tank cleaning                   |
| Welding                    | Machinists (inside and outside) |
| Burning                    | Brazing                         |
| Electronic Work            | Electrical Work                 |
| Lagging                    | Shipfitting                     |
| Pipefitting                | Painting                        |
| Engineering                | Sheetmetal Work                 |
| Staging/scaffolding        | Rigging                         |

Direct production manhours will not include those functions (whether charged directly or indirectly by the Contractor's accounting system), which are herein defined as support for production functions. Necessary support functions shall be considered to be included in the Contractor's fully burdened rate for direct production manhours. Examples of support functions include:

- |                                 |                                 |
|---------------------------------|---------------------------------|
| Testing                         | Quality Assurance               |
| Planning                        | Cleaning (except tank cleaning) |
| Material handling & Warehousing | Security                        |
| Surveying                       | Administration                  |
| Transportation                  | Purchasing staff                |
| Supervision                     | Other indirect support          |

(c) Upon receipt of the Contractor's price proposal for the "Additional Requirements" the Contractor and the Contracting Officer shall negotiate the scope of the effort in accordance with C-2 Provisioned Items Orders. If a fair and reasonable price cannot be negotiated between the Contractor and the Contracting Officer, the Contracting Officer reserves the right to:

- (1) Have the work performed by the Government;
- (2) Have the work performed by other Government prime Contractors and their subcontractors (both referred to as "third party contractors");
- (3) Defer the work to a designated post-overhaul repair period which may be the subject of a separate procurement.

In the case of (1) and (2) above, Government personnel or third party contractors may perform the "Additional Requirements" during the performance period of this contract pursuant to Section C, General Requirements C-1 "Access to the Vessel(s)".



(d) (1) The Contractor warrants and hereby certifies that its price for the firm fixed portion of this Contract (Contract Sub-Line Item Numbers (SLINs) 0001AA, and 0002AA, and Option SLINs 0001AB and 0001AC, SLIN 0002AA, Option SLINs 0002AB and 0002AC, and Option SLINs 0003AA, 0003AB, 0003AC, 0006AA, 0006AB, 0006AC, 0007AA, 0007AB, 0007AC, 0008AA, 0008AB and 0008AC does not include any amount for the "Additional Requirements" under PIO CLINs 0020 thru 0031. "Additional Requirements", under PIO CLINs 0020 through 0031, if any, will be added by supplemental agreement, contract modification, or change order in accordance with clause C-2, Provisioned Items Orders.

(2) It is recognized, however, that, should the Government elect to pursue the options outlined in subparagraphs (c) (1) and (2) above, the presence of the Government or third party contractors may delay, disrupt or otherwise adversely impact upon the performance of this Contract. Consequently, the contractor's price for the firm fixed price portion of the Contract (Contract Sub-Line Item Numbers (SLINs) 0001AA and 0002AA, and Option SLINs 0001AB and 0001AC, Option SLINs 0002AB and 0002AC, and Option SLINs 0003AA, 0003AB, 0003AC, 0006AA, 0006AB, 0006AC, 0007AA, 0007AB, 0007AC, 0008AA, 0008AB and 0008AC) will be deemed to include all costs, if any, of supporting Government employees or third party contractors at the work site in performance of "Additional Requirements," should the Government elect to pursue such a course. Increased costs that may result from Government or third party contractor presence as described above, may include, but are not limited to: insurance; physical plant security; reasonable access for employees who must transit the contractor's facility or any other work site provided by the contractor at which the vessels are located; utilities used aboard the vessels or in proximity of the vessels in support of the work; and similar requirements. The Government or third party contractors will only perform the "Additional Requirements" work if the Contractor and the Government cannot agree upon a fair and reasonable price. The Contractor should be guided in determining the costs, if any, of supporting such Government or third party contractor performance of "Additional Requirements" work in its price proposal for Contract Sub-Line Item Numbers (SLINs) 0001AA and 0002AA, and Option SLINs 0001AB and 0001AC, Option SLINs 0002AB and 0002AC, and Option SLINs 0003AA, 0003AB, 0003AC, 0006AA, 0006AB, 0006AC, 0007AA, 0007AB, 0007AC, 0008AA, 0008AB and 0008AC), 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 Government or third party contractor performance of "Additional Requirements" work.

(3) The Contractor knowingly and voluntarily waives all claims against the Government and/or third party contractors for any delays, disruptions, losses of efficiency, or other impacts that may arise out of or be based upon the presence of Government employees or third party contractors performing the "Additional Requirements" at the work site. Furthermore, in cases described in subparagraphs (c)(1) and (2) above, the Contractor waives any right to claims of interference under the requirement of the contract entitled "Access to the Vessel(s)."

(e) The contractor agrees that its manhour rate for the manhours of "Additional Requirements" listed in the aforementioned table of this Special Contract Requirement includes the complete and full compensation to which it is entitled, including, but not limited to, compensation for all the direct labor costs, (e.g. straight time, overtime, premium time, shift differential, holiday time, standby time, etc.) for performing the Additional Requirements, as well as compensation for acceleration, delays and disruptions and other impacts, if any, to the aforementioned work items, to work performed under any other Government contract and to any work in progress for the Government. The contractor further agrees that it is not entitled to a time extension to the delivery date or performance period under a Government contract by reason of or as a result of the ordering of the manhours and material of "Additional Requirements," listed in the aforementioned table of this Special Contract Requirement.

(f) "Additional Requirements" does not include work performed pursuant to the requirement of contract provisions relating to the corrections of defects.

(g) The cost to the Government of "Additional Requirements" work performed by subcontractors shall not exceed the cost per direct production manhour for work required by PIO CLINs 0020 through 0022 and PIO CLINs 0026 through 0028.

(h) The Contractor agrees that the Government's rights under this clause are in addition to and do not abrogate its rights under the Changes Clause or C-2 Provisioned Items Orders.

(i) The Contractor and the Contracting Officer will develop a method to record and track the amounts for ordered “Additional Requirements”, which will be done in accordance with C-2 Provisioned Items Orders.

#### H-16 PROVISION OF LCAC CRAFT FOR SLEP UPGRADE

a. Due to on-going LCAC SLEP activities and LCAC operational requirements, the Contractor is hereby notified that the Government may be unable to provide one or more LCACs for the SLEP upgrade for up to a ninety (90) day period beyond either the SLEP induction date for LCACs undergoing SLEP at ACU 4, or the Contractor Transport Pickup Date for transport of the LCACs to the Contractor’s Facility. The Government will provide written notification to the Contractor no later than sixty (60) days prior to induction date (for place of performance at ACU4) or 60 days prior to Contractor Transport Pickup Date (for place of performance at Contractor’s Facility) for any delay concerning provision of LCACs for SLEP upgrade.

b. If unable to provide craft as described above, the Government understands that the Contractor will not be able to initiate the SLEP availabilities at ACU 4 or at the Contractor’s Facility, as applicable, as required under Items 0001 and 0002, and, if Options are exercised, Items 0003, 0006, 0007, and 0008 of the contract. The Government will issue a unilateral no-cost contract modification(s) that addresses the delay in provision of one or more LCAC craft for SLEP upgrade and provide Section F updates to Contractor Transport Pick-up Dates, induction, delivery and preliminary acceptance dates, as applicable. The Contractor agrees to accept the modification above at no increase in contract price.

#### H-17 MILESTONE PAYMENT SCHEDULE(S) FOR PROVISIONED ITEM ORDER(S) ISSUED UNDER ITEMS 0014 THROUGH 0031

If any order(s) is / are issued under Provisioned Item Order (PIO) CLINs 0014 through 0031 in accordance with the special contract requirements in Section C of this contract entitled “PROVISIONED ITEMS ORDERS”, Milestone Payment Schedules may be negotiated and utilized in lieu of Section I clauses 52.232-16 Progress Payments (Apr 2003), 252.32-7004 DOD Progress Payment Rates (Oct 2001), and 52.232-13 Notice of Progress Payments (Apr 1984) for payment. In the event a Milestone Payment Schedule is negotiated and included in any issued PIO, the Contractor will be paid for each defined event accomplished, along with any required documentation, upon Government acceptance in accordance with the defined Milestone Schedule. In the event that no Milestone Payment Schedule is established in the PIO, the Section I clauses 52.232-16 Progress Payments (Apr 2003), 252.32-7004 DOD Progress Payment Rates (Oct 2001), and 52.232-13 Notice of Progress Payments (Apr 1984) shall apply.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.219-9	Small Business Subcontracting Plan	APR 2008

## CLAUSES INCORPORATED BY REFERENCE

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	SEP 2006
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 2007
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	APR 2008

## CLAUSES INCORPORATED BY REFERENCE

52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997

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	Small Business Subcontracting Plan	APR 2008
52.219-9 Alt II	Small Business Subcontracting Plan (Apr 2008) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2008
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
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	SEP 2006
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
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	APR 2003
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.244-2	Subcontracts	JUN 2007

52.244-6	Subcontracts for Commercial Items	DEC 2008
52.245-1 (Dev)	Government Property (June 2007)	JUN 2007
52.245-1 Alt I	Government Property (Jun 2007) Alternate I	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.204-7000	Disclosure Of Information	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	SEP 2007
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	DEC 2006
252.211-7000	Acquisition Streamlining	DEC 1991
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006 Alt I	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 1993) - Alternate I	NOV 1995
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Contract Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.225-7025	Restriction on Acquisition of Forgings	JUL 2006
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	JUN 2005
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.232-7010	Levies on Contract Payments	DEC 2006
252.242-7003	Application For U.S. Government Shipping Documentation/Instructions	DEC 1991
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	DEC 1991
252.246-7003	Notification of Potential Safety Issues	JAN 2007
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 2006
252.251-7000	Ordering From Government Supply Sources	NOV 2004

CLAUSES INCORPORATED BY FULL TEXT

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

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$1,800 per calendar day of delay [Contracting Officer insert amount].

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

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

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

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

<u>ITEM(S)/ SUB-ITEMS</u>	<u>DESCRIPTION</u> (Short Title)	<u>LATEST OPTION EXERCISE DATE</u>
0001AB	Supplemental Work Package A for LCAC 41	Contract Award

<u>ITEM(S)/ SUB-ITEMS</u>	<u>DESCRIPTION</u> (Short Title)	<u>LATEST OPTION EXERCISE DATE</u>
0001AC	Supplemental Work Package B for LCAC 41	Contract award
0002AB	Supplemental Work Package A for LCAC 46	Contract Award
0002AC	Supplemental Work Package B for LCAC 46	Contract Award
0003AA	SLEP Availability of LCAC 53	30 September 2009
0003AB	Supplemental Work Package A for LCAC 53	30 September 2009
0003AC	Supplemental Work Package B for LCAC 53	30 September 2009
0004AA	Shipment by the Contractor of Two (2) FY08 SLEP LCAC from ACU 4 to the Contractor's Facility	90 Days Prior to Contractor Transport Pick-Up Date designated in Section F
0004AB	Shipment by the Contractor of One (1) FY08 SLEP LCAC from ACU 4 to the Contractor's Facility	90 Days Prior to Contractor Transport Pick-Up Date designated in Section F
0005AA	Shipment by the Contractor of Two (2) FY08 SLEP LCAC from Contractor's Facility to ACU 4	90 Days Prior to Delivery Date at Contractor's Facility designated in Section F
0005AB	Shipment by the Contractor of One (1) FY08 SLEP LCAC from Contractor's Facility to ACU 4	90 Days Prior to Delivery Date at Contractor's Facility designated in Section F
0006AA	Prepare for and Accomplish the FY09 SLEP Availability of LCAC 67	30 September 2009
0006AB	Supplemental Work Package A for LCAC 67	30 September 2009
0006AC	Supplemental Work Package B for LCAC 67	30 September 2009
0007AA	Prepare for and Accomplish the FY09 SLEP Availability of LCAC 70	30 September 2009
0007AB	Supplemental Work Package A for LCAC 70	30 September 2009
0007AC	Supplemental Work Package B for LCAC 70	30 September 2009
0008AA	Prepare for and Accomplish the FY09 SLEP Availability of LCAC 71	30 September 2009
0008AB	Supplemental Work Package A for LCAC 71	30 September 2009
0008AC	Supplemental Work Package B for LCAC 71	30 September 2009
0009AA	Shipment by the Contractor of Two (2) FY09 SLEP LCAC from ACU 4 to Contractor's Facility	90 Days Prior to Contractor Transport Pick-Up Date designated in Section F
0009AB	Shipment by the Contractor of One (1) FY09 SLEP LCAC from ACU 4 to Contractor's Facility	90 Days Prior to Contractor Transport Pick-Up Date designated in Section F
0010AA	Shipment by the Contractor of Two (2) FY09 SLEP LCAC from Contractor's Facility to ACU 4	90 Days Prior to Delivery Date at Contractor's Facility designated in Section F
0010AB	Shipment by the Contractor of One (1) FY09 SLEP LCAC from Contractor's Facility to ACU 4	90 Days Prior to Delivery Date at Contractor's Facility designated in Section F

(End of clause)

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES  
(DEC 2004)

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

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.



(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

(DEC 1994)

(a) Definitions.

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

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

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

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

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

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

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 30 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (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 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

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

(2) Countermand any communication regarded as a change;

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

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

(e) Equitable adjustments.

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

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

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

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which

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

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

(End of clause)

#### 52.245-1 GOVERNMENT PROPERTY (JUN 2007)

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

Acquisition cost means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

Cannibalize means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means--

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

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

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Plant equipment as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Surplus property means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management. (1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time--

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts.

(i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property)", are subject to the provisions of this clause.

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

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

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

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

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

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

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

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

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

(B) Commencement of processing of the property for use in contract performance; or

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

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property)", are subject to the provisions of this clause.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).



(v) Subcontractor control.

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

(4) Unique Item Identifier (if available).

(5) Accountable Contract number.

(6) A statement indicating current or future need.

(7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.

(8) All known interests in commingled property of which the Government property is a part.

(9) Cause and corrective action taken or to be taken to prevent recurrence.

(10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.

(11) Copies of all supporting documentation.

(12) Last known location.

(13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is--

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;

(B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis.

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies--

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable. (2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause.

(i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

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

(1) Requires demilitarization;

(2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

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

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements.

(i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

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

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) Inventory disposal schedules.

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--

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

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

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

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

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

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

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

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may--

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

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

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

(8) Disposition instructions.

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

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property.

(1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

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

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

(l) Communication. All communications under this clause shall be in writing.

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

(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 at <http://www.arnet.gov/far/> & DFARS at <http://www.acq.osd.mil/dp/dars/dfars.html>

(End of clause)

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

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

(b) The use in this solicitation or contract of any Federal Acquisition Regulation (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 (AUG 2008)

(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/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

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, GS1 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. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

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

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

(c) Unique item identifier.

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

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

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



-----  
 Contract line, subtitle, or exhibit line  
                   item No.                  Item description  
 -----

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----.

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

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

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

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

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

(4) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in 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) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

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

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

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at [http://www.acq.osd.mil/dpap/pdi/uid/data\\_submission\\_information.html](http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html).

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

(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.dcmam.mil/20/guidebook\\_process.htm](http://guidebook.dcmam.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)

252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005) (DEVIATION 2008-O0002)

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

(1) "Produce" means the application of forces or processes to a specialty metal to create desired physical properties through quenching or tempering of steel plate, or gas atomization or sputtering of titanium.

(2) "Specialty metal" means--

(i) Steel--

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium.

(ii) Metal alloys consisting of—

(A) Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or

(B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;

(iii) Titanium and titanium alloys; or

(iv) Zirconium and zirconium alloys.

(b) Any specialty metals delivered under this contract shall be melted or produced in the United States or its outlying areas.

(End of clause)

252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005) (DEVIATION)  
ALTERNATE I (OCT 2007) (DEVIATION 2008-O0002)

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

(1) "Assembly" means an item forming a portion of a system or subsystem that can be provisioned and replaced as an entity and which incorporates multiple, replaceable parts.

(2) "Commercial derivative military article" means an item procured by the Department of Defense that is or will be produced using the same production facilities, a common supply chain, and the same or similar production processes that are used for the production of articles predominantly used by the general public or by nongovernmental entities for purposes other than governmental purposes.

(3) "Commercially available off-the-shelf item" –

(i) Means any item of supply, that is –

(A) A commercial item;

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

(4) "Component" means any item supplied to the Government as part of an end item or another component.

(5) "Electronic component" means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections of electronic devices such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits.

(6) "End item" means the final production product when assembled or completed, and ready for issue, delivery, or deployment

(7) "Produce" means the application of forces or processes to a specialty metal to create desired physical properties through quenching or tempering of steel plate, or gas atomization or sputtering titanium.

(8) "Qualifying country" means any country listed in subsection 225.872-1(a) or (b) of the Defense Federal Acquisition Regulation Supplement (DFARS).

(9) "Required form" means in the form of mill product, such as bar, billet, wire, slab, plate or sheet, and in the grade appropriate for the production of—

(i) A finished end item delivered to the Department of Defense; or

(ii) A finished component assembled into an end item delivered to the Department of Defense.

(10) "Specialty metal" means--

## (i) Steel--

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium.

## (ii) Metal alloys consisting of—

(A) Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or

(B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;

## (iii) Titanium and titanium alloys.

## (iv) Zirconium and zirconium alloys.

(11) “Subsystem” means a functional grouping items that combine to perform a major function within an end item, such as electrical power, attitude control, and propulsion.

(b) Except as provided in paragraph (c) of this clause, any specialty metals incorporated in items delivered under this contract shall be melted or produced in the United States, its outlying areas, or a qualifying country, except for—

(1) Electronic components;

(2)(i) Commercially available off-the-shelf (COTS) items; other than—

(A) COTS fasteners, unless such fasteners are incorporated into COTS end items, subsystems, assemblies, or components.

(B) Forgings or castings of specialty metals, unless such forgings or castings are incorporated into COTS end items, subsystems, or assemblies.

(C) Commercially available high performance magnets, unless such high performance magnets are incorporated into COTS end items or subsystems;

(ii) A COTS item is considered to be “offered without modification” as long as it is not modified prior to contractual acceptance by the next higher tier in the supply chain.

(A) Specialty metals contained in a COTS items that was accepted without modification by the next higher tier are excepted and remain excepted even if a piece of the COTS items subsequently is removed (e.g., the end is removed from a COTS screw or an extra hole is drilled in a COTS bracket).

(B) For specialty metals that were not contained in a COTS item upon acceptance, but are added to the COTS item after acceptance, the added specialty metals are subject to the restrictions (e.g., a special reinforced handle made of specialty metal that is added to a COTS item).

(C) If two or more COTS items are combined in such a way that the resultant item is not a COTS item, only the specialty metals involved in joining the COTS items together are subject to the restrictions (e.g., a COTS aircraft is outfitted with the a COTS engine, but not the COTS engine normally provided with that aircraft).

(D) For COTS items that are normally sold in the commercial marketplace with various options, items that include such options are also COTS items. However, if a COTS item is offered to the Government with an option that is not normally offered in the commercial marketplace, that option is subject to the specialty metals restrictions. (e.g., an aircraft is normally sold to the public with an option for several different radios. DoD requests a military-unique radio. The aircraft is still a COTS item, but the military-unique radio is not a COTS item, and must comply with the specialty metals restrictions, unless another exception applies.

(3) Fasteners that are commercial items that are purchased under a contract or subcontract with a manufacturer of such fasteners, if the manufacturer has certified that it will purchase, during the relevant calendar year, an amount of domestically melted specialty metal, in the required form, for use in the production of fasteners for sale to the Department of Defense and other customers, that is not less than 50% of the total amount of the specialty metal that it will purchase to carry out the production of such fasteners for all customers.

(4) Items manufactured in a qualifying country;

(5) Items for which the Government has determined in accordance with 225.700X-3 of Class Deviation 2008-O0002 that specialty metal melted or produced in the United States cannot be acquired as and when needed in—

(i) A satisfactory quality;

(ii) A sufficient quantity; and

(iii) The required form.

(6) Specialty metals, other than specialty metals in high performance magnets, that do not meet any of the exceptions in paragraphs (b)(1) through (5) of this clause, if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of specialty metals in the item, as estimated in good faith by the Contractor.

(c) (1) Streamlined compliance for commercial derivative military articles. As an alternative to the compliance required in paragraph (b) of this clause, the Contractor may purchase an amount of domestically melted specialty metals in the required form, for use during the period of contract performance in the production of the commercial derivative military article and the related commercial article, in the amount determined in accordance with paragraph (c)(2) of this clause, if—

(i) This is an acquisition of commercial derivative military articles; and

(ii) The Contractor has certified in its offer in accordance with paragraph (c)(2) of this clause.

(2) Certification for streamlined compliance for commercial derivative military articles (to be submitted with offer when applicable). The offeror ( ) certifies ( ) does not certify that prior to award it will have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form for use during the period of contract performance in the production of the commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of—

(i) An amount equivalent to 120% of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(ii) An amount equivalent to 50% of the amount of specialty metal that is purchased by the contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(3) For the purposes of the certification in paragraph (c)(2) of this clause, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained

in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military article.

(d) Unless the Contractor has certified in accordance with paragraph (c), the Contractor shall insert the substance of this clause, excluding paragraph (c) but including this paragraph (d), in all subcontracts for articles containing specialty metals.

(End of clause)

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

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

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

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

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

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

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

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

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

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

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

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--



- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
  - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
  - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
- (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
- (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
  - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;

- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

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

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

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

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

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

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

(End of clause)

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

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

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

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

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

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

(i) Noncommercial items; or

(ii) Commercial items that--

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

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

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

(End of clause)

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 this contract:

ATTACHMENT	TITLE
J-1	<p>Technical Data Packages for the following listed FY08 SLEP LCACs and FY09 SLEP LCACs, including the SLEP Specifications For Work To Be Accomplished and the Supplemental Work Package Specifications For Work To Be Accomplished:</p> <p><u>FY08 SLEP LCACs</u>                      Specification Number: SSP BOST-041-08, consisting of:                      LCAC 41 SLEP Specification Items                      LCAC 41 Supplemental Work Package A Specification Items                      LCAC 41 Supplemental Work Package B Specification Items</p> <p>Specification Number: SSP BOST-046-08, consisting of:                      LCAC 46 SLEP Specification Items                      LCAC 46 Supplemental Work Package A Specification Items                      LCAC 46 Supplemental Work Package B Specification Items</p> <p>Specification Number: SSP BOST-053-08, consisting of                      LCAC 53 SLEP Specification Items                      LCAC 53 Supplemental Work Package A Specification Items                      LCAC 53 Supplemental Work Package B Specification Items</p> <p><u>FY09 SLEP LCACs</u>                      Specification Number: SSP BOST-067-09, consisting of                      LCAC 67 SLEP Specification Items                      LCAC 67 Supplemental Work Package A Specification Items                      LCAC 67 Supplemental Work Package B Specification Items</p> <p>Specification Number: SSP BOST-070-09, consisting of                      LCAC 70 SLEP Specification Items                      LCAC 70 Supplemental Work Package A Specification Items                      LCAC 70 Supplemental Work Package B Specification Items</p> <p>Specification Number: SSP BOST-071-09, consisting of                      LCAC 71 SLEP Specification Items                      LCAC 71 Supplemental Work Package A Specification Items                      LCAC 71 Supplemental Work Package B Specification Items</p>
J-2	Contract Data Requirements List, DD Form 1423 – Exhibits A and B
J-3	Description of Government-Provided Tension Fabric Shelter (TFS) at ACU 4 and Contractor Required Services for the TFS
J-4	INSURV Trial Agenda

J-5	Navy and Contractor Requirements for Support of INSURV Trials for Each SLEP LCAC at Assault Craft Unit Four
J-6	List of Government-Furnished Property (Incorporation)
J-7	List of Contractor-Furnished Equipment (Incorporation)
J-8	Preservation and Lay-up of LCAC Craft at the Contractor's Facility
J-9A	Supplemental Production Schedule Requirements
J-9B	- Notional LCAC SLEP Baseline CPM Schedule (.mpp format) (See Appendix A of Attachment J-9A) -Sample LCAC SLEP Baseline CPM Schedule (.pdf format) (A sample project view generated from Appendix A of Attachment J-9A) (Note: PSNSY Website contains Notional LCAC SLEP Baseline CPM Schedule in Microsoft Project and Primavera Project Planner formats) (See Appendix A of Attachment J-9A)
J-10	Contract Security Classification Specification, DD Form 254
J-11	Financial Accounting Data Sheet (To be provided at contract award)
J-12	Small Business Subcontracting Plan (To be provided by Contractor) (Not applicable to Small Business Concerns)
	Attachments J-13, J-14 and J-15 are only applicable to the solicitation phase and will not be included in the resulting contract:
J-13	Microsoft Excel Spreadsheet for Work Specification Item Breakout
J-14	Microsoft Excel Spreadsheet for Rate Information
J-15	Bidder's Question Submittal Form
J-16	Drawing Notes Applicability Matrix
J-17	Applicability of Category I Standard Items Based on Place of Performance of SLEP Availability
J-18	Ship Departure Report