SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

2. CONTRACT NO. N002419R4404

3. SOLICITATION NO. N002419FR00065

4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)

5. DATE ISSUED 13 Mar 2019

6. REQUISITION / PURCHASE NO. N0002419FR00065

7. ISSUED BY
NAVAL SEA SYSTEMS COMMAND (HQ)
1333 ISAAC HULL AVE SE
WASHINGTON NAVY YARD DC 20376-2030

8. ADDRESS OFFER TO
See Item 7

9. Defaulted offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _______ until 02:00 PM local time 29 May 2019 (Hour)

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
A. NAME
B. TELEPHONE (Include area code) (NO COLLECT CALLS)
C. E-MAIL ADDRESS

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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 L, 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):

<table>
<thead>
<tr>
<th>AMENDMENT NO.</th>
<th>DATE</th>
<th>AMENDMENT NO.</th>
<th>DATE</th>
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15A. NAME AND ADDRESS OF OFFEROR

15B. TELEPHONE NO (Include area code)

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c)(x) 41 U.S.C. 253(c)(x)

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

24. ADMINISTERED BY (If other than Item 7)

25. PAYMENT WILL BE MADE BY

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA

28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
Section SF 30 - BLOCK 14 CONTINUATION PAGE

AMENDMENT 0001
Amendment 0001
- Update Section C 1.1, 4.8, and 4.9
- Update Section J Attachments J-8, J-9 and J-10

AMENDMENT 0002
The purpose of this amendment is to update Section J, revise Attachment J-1 Specification Package, and revise Attachment J-2 Work Item Plans, Drawings, and Other References.

AMENDMENT 0003
The purpose of Amendment 0003 is to:

- Update Attachment J-1 Specification Package to include Erratas 2 and 3.
- Revise J-2 Work Item Plans, Drawings, and Other References back to original version.
- Revise Section L to extend proposals to no later than 29 May 2019 at 2:00 PM, local time, Pearl Harbor, HI.
- Revise Section L to extend questions to no later than 05 May 2019 at 3:00 PM, local time, Pearl Harbor, HI.

AMENDMENT 0004
The purpose of this Amendment is to:

- Update clauses and provisions to current dated versions as indicated herein.
- Revise Clause 52.217-7 as indicated in red text.
- Update Section B Notes B, C, D, and E in their entirety.
- Revise Exhibit A, B, and C Rev 1 Contract Data Requirements List as indicated herein.

AMENDMENT 0005
The purpose of Amendment 0005 is to:

- Update Attachment J-1 Specification Package to include Errata 5.
- Update J-2 Work Item Plans, Drawings, and Other References via A0005.
- Update Section L Point of Contacts.

AMENDMENT 0006
The purpose of this Amendment is to:

- Revise Section B CLINs 0007 and 0008 from Option to BASE
- Revise growth values in NOTES A and F
- Revise Section G Points of Contact as indicated herein.
- Revise Section J Attachment J-1 Specification Package (Errata 6, 7, 8, and 9), J-2 Work Item Plans, Drawings, and Other References
- J-4 Pricing Spreadsheet
  Realign WIs from OPTION to BASE CLINs
  Revise CLIN 0007 and 0008 from Option to BASE
  Move WIs from CLINs 0008 to CLIN 0009
  Move WIs from 0009 and 0010 to CLIN 0008.

- Update clause 52.217-7.
Section B - Supplies or Services and Prices

LEVEL OF EFFORT TO COMPLETION

NOTE A: LEVEL OF EFFORT TO COMPLETION –SHIP REPAIR
1. The Contractor agrees to provide the level of effort to completion in the performance of growth CLINs.

- **13,000** hours and **$482,034** materials for the USS MICHAEL MURPHY (DDG112) FY20 SRA

2. The total level of effort to completion for the performance of the above CLINs shall be man-hours of direct labor and the associated material required to support that labor and effort. The mix of labor and material may be adjusted, but may not exceed the dollar value of each CLIN listed above.

3. Effort performed in fulfilling the level of effort to completion obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee’s usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee’s residence or other non-work locations.

4. LOE to Completion labor hours and material are within the general scope of the work stated in the contract and may not be used to: (1) direct a change as defined in, "FAR 52.243-1 CHANGES FIXED-PRICE clause of this contract or (2) change any of the terms or conditions of the contract.

5. If, in the opinion of the Contractor, any effort directed in the Growth Management Request Form calls for effort outside the scope of the contract, the Contractor shall notify the Contracting Officer in writing within two (2) working days after the receipt of any such direction. The Contractor shall not proceed with the work affected by the Growth Management Request Form unless and until the Contractor is notified by the Contracting Officer that the directed work is within the scope of this contract. Thereafter, any remaining disagreement on the scope issue shall be a dispute under the Disputes clause; however, nothing in this clause shall excuse the Contractor from proceeding with the subject growth work as directed by the Contracting Officer.

LABOR & MATERIAL BURDEN RATES

NOTE B: FIXED SHIP REPAIR LABOR AND MATERIAL BURDEN RATES FOR GROWTH AND NEW WORK

SCHEDULE OF PRICES / RATES: SHIP REPAIR LABOR RATE (FULLY BURDENED)

1. The Contractor’s fully burdened ship repair labor rate will be used for negotiating growth and new work to be performed under this contract. The contractor agrees that the number of hours included in its price proposal for contract modifications shall include only direct production hours. For these purposes, direct production hours are for skilled labor at the journeyman level expended in direct production including but not limited to the following functions:

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

2. The fully burdened ship repair labor rate proposed by the contractor listed in paragraph 7 below shall include all costs associated with support functions (whether charged directly or indirectly by the offeror’s accounting systems) provided in support of the direct production functions listed in paragraph 1 above. Support functions shall be considered to be included in the offeror’s fully burdened ship repair labor rate for direct production hours. Labor hours for the below support functions shall not be separately proposed, including in support of subcontractors. Support functions include, and are not limited to, those types listed below:

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

3. The fully burdened ship repair labor rate is a fixed hourly rate that includes all wages, overhead, all other indirect costs, general and administrative expenses, Facilities Capital Cost of Money (FCCOM) and profit. The fully burdened ship repair labor rate represents a blended rate including labor transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

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

5. Physical materials are goods that become an integral part of the repaired vessel in the course of the repair, such as equipment, replacement steel, pipes, paint, and fasteners. The material burden rates apply to physical materials but not to consumable materials. The material burden rate will be applied to the actual cost of the physical material. Actual cost does not include handling charges, general and administrative cost, overhead, profit, or any other indirect cost.
6. For contract changes involving subcontractors, subcontractor quotes will be treated as Other Direct Costs (ODCs) and will be subject to the contract material burden rate shown in paragraph (7) below. Subcontractor quotes must be competitively acquired and submitted with the contractor’s Change Order Price Analysis (COPA) in response to Request for Contract Changes (RCCs) and Reservation Task Requests (RTRs) issued by the Contracting Officer. At no time will the proposed total to be performed by the prime contractor combined with subcontractor quote, material quote, and applicable burdens be allowed to cost more than it would have, had the prime contractor directly provided all material and labor. The proposed total pricing restriction addressed in the preceding sentence does not apply in any case where the work is required to be performed by Original Equipment Manufacturers (OEMs), Government directed subcontractors, Government authorized vendors, or any other work at the sole discretion of the Administrative Contracting Officer. RCCs and RTRs that are subcontracted for material only (no associated labor required within the RCC) shall not be subject to the Material Burden Rate.

7. The contract fixed fully burdened ship repair labor rate and material burden rate are shown below. These fixed rates shall be used for negotiating growth and new work during the availability:

<table>
<thead>
<tr>
<th>USS MICHAEL MURPHY (DDG112) FY20 SRA</th>
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<tbody>
<tr>
<td>Fully burdened Ship Repair Labor Rate</td>
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<tr>
<td>Material Burden Rate</td>
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8. The Contractor’s fully burdened ship repair labor rate shall be escalated by TBD (Provided by Government) % quarterly commencing 3 months through 24 months after the Attachment J-3 availability completion date and shall be used to negotiate growth and new work when the changes must be performed during a Government responsible extension. The escalated cost shall reflect when the work is to be performed. The material burden rate shall not change.

OPTION ITEM FAR 52.217-7
NOTE C: Option item to which the option clause FAR 52.217-7 applies and which is to be supplied only if and to the extent said option is exercised.

GROWTH RESERVATION
NOTE D: GROWTH RESERVATION

The growth reservation hours and material dollar requirements listed in Section B, NOTE A, are a part of this contract under the original solicitation and award. The hour reservation shall include prime contractor hours. The balance of hours and material remaining in the reservation CLINs after negotiations have concluded, and when it is evident that no additional growth will be directed in accordance with NOTE A, is subject to a decrease change order. Only actual production hours expended will be considered towards the contractor’s obligation to provide the defined reservation hour effort. While supervision, quality assurance, and other nonproduction labor should be included in the pricing for reservation items in the original bid, they shall not count towards satisfying the contractor’s obligation to provide reserved hours. The labor hour reservation shall not include any allowance for technical representatives or for any other Government directed source unless specifically addressed. Material dollars shall be based on actual costs to the prime Contractor of acquiring the materials provided and total cost of subcontractor efforts proposed. Material dollars may include freight or duties which would be reflected on the invoice for the material. The Contractor shall not be allowed to add material handling charges, overhead (including G&A), or profit into the actual cost of materials expended toward the reservation. The information received in the consolidated final report required by Section C Paragraph 6 will be used by the Contracting Officer in the issuance of one contract modification, which will be a final settlement for all reservation Work. This reservation is Level of Effort to Completion. Once the scope of work for a task has been listed and a mutually agreeable number of hours or material
has been agreed to, neither party will be entitled to an adjustment based on actual hours or material dollars required. Each task shall receive approval by the Navy Project Manager and the Administrative Contracting Officer (ACO).

SCHEDULE OF PRICES / RATES
NOTE E: SCHEDULE OF PRICES / RATES FOR THE PURPOSES OF A GOVERNMENT REQUIRED EXTENSION DAILY RATES FOR PIERSIDE AND DRY DOCKING (FULLY BURDENED)

- CLINS 0021 for the USS MICHAEL MURPHY (DDG112) FY20 SRA

1. In the event of a Government required extension, the Contractor’s fully burdened daily rates for pierside and dry-docking will be used for negotiating additional dry-dock and/or pierside performance days under this contract.

2. The contractor agrees that the daily rates shall include all costs that run with time associated with additional performance days in accordance with the work package specification requirements of this availability. The daily rates shall include all costs associated with additional performance days (whether charged directly or indirectly by the offeror’s accounting systems) including but not limited to:
   - Temporary Services
   - Internet Connectivity
   - Air Conditioning
   - Support Services for the Navy, its agents and contractors
   - Facilities, including but not limited to:
     - Piers
     - Office spaces
     - Trailers
     - Parking
     - Flammable Liquid Storage and Hazardous Material Storage
     - Material Warehousing and Lay-down space
   - Project Management and other labor costs that run with time including but not limited to:
     - Program Management
     - Supervision
     - Integration & Scheduling
     - Cleaning (except tank cleaning)
     - Quality Assurance
     - Execution Planning
     - Security
     - Administration
     - Contracts
     - Purchasing
     - Other indirect support
     - Safety/Environmental
   - Transportation

3. The fully burdened daily rates are fixed daily rates that include all wages, overhead, all other indirect costs, general and administrative expenses, Facilities Capital Cost of Money (FCCOM) and profit.

4. The contract’s fixed fully burdened daily rates for pierside and dry-docking are shown below. These rates are to be used during the availability’s extension period, up to 24 months after the attachment J-X availability completion date. These fixed rates shall be used for additional docking and pierside days:
NOTE F: SPECIAL AGREEMENT FOR GROWTH WITH A VALUE OF $25,000 OR LESS
To make administration of small dollar value growth more efficient and less costly, both parties (Government and contractor) agree to a pre-priced value for individual growth items with an estimated price of $25,000 or less. The contract will include a firm fixed price for growth valued at $25,000.00 or less. Zero-dollar changes and administrative contract changes (for example, drawing revision change where no additional work is required) shall not be executed using the Small Dollar Value Growth procedures, but will follow the change process.

A. The amount included in this contract for the growth described above shall be equal to a maximum quantity of 71 occurrences for growth work computed at a firm fixed price of $7,894 per occurrence.

B. A Waterfront Circuit Team comprised of a small group of Contractor and Government representatives shall administer the special agreement for growth with a value $25,000 or less. The Contractor shall establish a group of empowered representatives who will be located in close proximity to the ship during the availability period and who will interact with a similar group of Government representatives (also to be located in close proximity to the ship and to be identified by the NSA). Specific arrangements for the Waterfront Circuit Team shall be mutually agreed between the Contractor and the NSA.

C. The Contractor shall report proposed growth work through the normal CFR process in accordance with contract terms. The Government may also independently identify growth work. No later than 24 hours after the final approval of the CFR, the Waterfront Circuit Team shall use best efforts to determine if the proposed growth is $25,000 or less, and document the agreed to technical scope of work. The Contracting Officer shall direct the commencement of all growth work. Directed growth will be followed by documentation to appropriately reflect specification changes.

D. The Contractor and the Contracting Officer shall develop a growth work tracker to identify and record the number of directed occurrences under this Note. All growth meeting the criteria of paragraph A above shall be accepted under this clause without delay and disruption in ship redelivery.

E. When the quantity of occurrences for Small Dollar Growth is depleted, the Small Dollar Growth process shall revert to the LOE to Completion process for remaining growth.

F. Within thirty (30) days after the end of the contract period of performance, the Contractor and Contracting Officer, utilizing the growth work tracker, shall determine the number of pre-priced occurrences not directed under this contract. Accordingly, the Contracting Officer will decrease the contract price by an amount calculated by multiplying the remaining number of occurrences by the pre-established firm fixed price per occurrence.

AVAILABILITY SCHEDULE PERFORM

NOTE G: AVAILABILITY SCHEDULE PERFORMANCE
1. The Contractor shall schedule the performance of all items of the work package, including work items included as both Base and Option items, so as to permit a contract scope increase up to the:

   • Total contract wide number of labor hours and material dollars to complete growth work as described in NOTE A: LEVEL OF EFFORT TO COMPLETION –SHIP REPAIR, paragraph 1.
• Total contract wide number value of Small Dollar Value Dollar Growth changes as described in NOTE F: SPECIAL AGREEMENT FOR CHANGES GROWTH WITH A PRICE OF $25,000 OR LESS, paragraph 2A.

2. The contractor agrees that these labor hours, and material, if tasked, shall be performed concurrently with the aforementioned work items, without impacting, accelerating, or causing delay or disruption to the work required by the aforementioned work items, to any other Government contract, or to any other work in progress for the Government.

3. The growth or new work described above, if required, shall be tasked during the contract period of performance, as may be modified, on the following schedule phasing:

• No more than 75% of the hours or material following the 25% schedule point of the availability (as measured in days between the “Start Availability” and “End of Availability” milestones in Attachments J-3.
• No more than 50% of the hours or material following the 50% schedule point of the availability (as measured in days between the “Start Availability” and “End of Availability” milestones in Attachments J-3.
• No more than 25% of the hours or material following the 75% schedule point of the availability (as measured in days between the “Start Availability” and “End of Availability” milestones in Attachments J-3.
The Contractor shall prepare for and accomplish repair and modernization during the SELECTED RESTRICTED AVAILABILITY (SRA) onboard USS MICHAEL MURPHY (DDG 112) as specified in the statement of work provided herein and in accordance with standard items, work item specification package drawings, test procedures, and other detailed data as included in Attachments J-1 and J-2.

See Note B, C, D, E, and G

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination
PURCHASE REQUEST NUMBER: N0002419FR93065
PSC CD: J999

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**CDRLs**
**FFP**
**CONTRACT DATA REQUIREMENTS LIST (CDRLs) FOR ALL CLINs, INCLUDING OPTION CLINS, IF EXERCISED**

The data to be furnished hereunder shall be prepared and submitted in accordance with the Contract Data Requirements List, DD Form 1423, Exhibits A, B and C attached hereto. The CDRLs form a part of the schedule of this solicitation.

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**PURCHASE REQUEST NUMBER:** N0002419FR93065
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**NET AMT**
ITEM NO  SUPPLIES/SERVICES  QUANTITY  UNIT  UNIT PRICE  AMOUNT

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<td>ShipAlt DDG51-80156K AN/SLQ (V)6 Hardware; ShipAlt DDG51-81382 AN/SLQ-32(V)6 Data Adaptation Processor (DAP); accomplish</td>
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<td>service; provide</td>
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PURCHASE REQUEST NUMBER: N0002419FR93065
PSC CD: J999

NET AMT
ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT
--- | --- | --- | --- | --- | ---
0005 | **CLIN Number** | I | Lot |

**OPTION**

ShipAlt DDG51-81961K/85114K

FFP

ShipAlt DDG51-81961K/85114K, Tactical Tomahawk Weapons Control System (TTWCS) V 5.4.0.2, Upgrade Alteration Installation Team (AIT) Support; provide

The Contractor shall prepare for and accomplish repair and modernization during the SELECTED RESTRICTED AVAILABILITY (SRA) onboard USS MICHAEL MURPHY (DDG 112) as specified in the statement of work provided herein and in accordance with standard items, work item specification package drawings, test procedures, and other detailed data as included in Attachments J-1 and J-2.

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**OPTION**

ShipAlt DDG51-86304; ShipAlt DDG51-86222

FFP

ShipAlt DDG51-86304, AN/SQQ-89A(V)15, ShipAlt DDG51-86222, AN/UQN-10 Next Gen Fathometer Alteration Installation Team (AIT) Support Service; provide

The Contractor shall prepare for and accomplish repair and modernization during the SELECTED RESTRICTED AVAILABILITY (SRA) onboard USS MICHAEL MURPHY (DDG 112) as specified in the statement of work provided herein and in accordance with standard items, work item specification package drawings, test procedures, and other detailed data as included in Attachments J-1 and J-2.

See Note B, C, D, E, and G

**NOTE:** The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

**FOB:** Destination

**PURCHASE REQUEST NUMBER:** N0002419FR93065

**PSC CD:** J999

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**FFP**

PREPARE FOR AND ACCOMPLISH REPAIR AND MODERNIZATION OF THE USS MICHAEL MURPHY (DDG 112) DURING FY20 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs – See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and modernization during the SELECTED RESTRICTED AVAILABILITY (SRA) onboard USS MICHAEL MURPHY (DDG 112) as specified in the statement of work provided herein and in accordance with standard items, work item specification package drawings, test procedures, and other detailed data as included in Attachments J-1 and J-2.

See Note B, C, D, E, and G

**NOTE:** The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

**FOB:** Destination

**PSC CD:** J999

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NET AMT
Multiple TYCOM Priority 2
FFP
PREPARE FOR AND ACCOMPLISH REPAIR AND MODERNIZATION OF
THE USS MICHAEL MURPHY (DDG 112) DURING FY20 SELECTED
RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs – See attachment J-4
for list)

The Contractor shall prepare for and accomplish repair and modernization during
the SELECTED RESTRICTED AVAILABILITY (SRA) onboard USS MICHAEL
MURPHY (DDG 112) as specified in the statement of work provided herein and in
accordance with standard items, work item specification package drawings, test
procedures, and other detailed data as included in Attachments J-1 and J-2.

See Note B, C, D, E, and G

NOTE: The requirements in DFARS 252.211-7003, Item Identification and
Valuation, are applicable for this line item. The contractor shall provide DoD
unique identification or a DoD recognized unique identification equivalent.

FOB: Destination
PSC CD: J999

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PREPARE FOR AND ACCOMPLISH REPAIR AND MODERNIZATION OF THE USS MICHAEL MURPHY (DDG 112) DURING FY20 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs – See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and modernization during the SELECTED RESTRICTED AVAILABILITY (SRA) onboard USS MICHAEL MURPHY (DDG 112) as specified in the statement of work provided herein and in accordance with standard items, work item specification package drawings, test procedures, and other detailed data as included in Attachments J-1 and J-2.

See Note B, C, D, E, and G

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination
PSC CD: J999

NET AMT
Multiple TYCOM Priority 4

PREPARE FOR AND ACCOMPLISH REPAIR AND MODERNIZATION OF THE USS MICHAEL MURPHY (DDG 112) DURING FY20 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs – See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and modernization during the SELECTED RESTRICTED AVAILABILITY (SRA) onboard USS MICHAEL MURPHY (DDG 112) as specified in the statement of work provided herein and in accordance with standard items, work item specification package drawings, test procedures, and other detailed data as included in Attachments J-1 and J-2.

See Note B, C, D, E, and G

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

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Growth Reservation associated with CLIN 0001. See attachment J-4. See Notes A, B, C, D, E, F, and G.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination
PSC CD: J999

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Growth Reservation associated with CLIN 0003. See attachment J-4. See Notes A, B, C, D, E, F, and G.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination
PSC CD: J999

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**OPTION**

Growth Reservation
FFP
Growth Reservation associated with CLIN 0006. See attachment J-4. See Notes A, B, C, D, E, F, and G.

**NOTE:** The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination
PSC CD: J999

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NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination 
PSC CD: J999

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NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination 
PSC CD: J999

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Growth Reservation associated with CLIN 0010. See attachment J-4. See Notes A, B, C, D, E, F, and G.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination
PSC CD: J999

NET AMT
ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT
CLIN Number 0021

OPTION
Daily Extensions
FFP
Additional Days Pier Side requiring Availability Extension. See attachment J-4.
See Notes B, C, D, E, and G.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination
PSC CD: J999

NET AMT

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

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

This entire contract is fixed price.
Section C - Descriptions and Specifications

SCOPE OF WORK

1. GENERAL REQUIREMENTS

1.1 The Contractor under the direction of the Regional Maintenance Center (RMC) and as an independent Contractor and not as an agent of the Government, shall furnish the material, support (electrical, crane, rigging, etc.) and facilities (except those furnished by the Government under express provisions of this contract) and provide the management, technical, procurement, production, testing and quality assurance necessary to prepare and accomplish the repairs and alterations required to complete the fiscal year 2020 (FY20) Selected Restricted Availability (SRA) onboard USS MICHAEL MURPHY (DDG 112) in accordance with the requirements stated in this Section, the Work Item Specifications and Work Item Plans, Drawings, and Other References, the Delivery Schedule, and all other terms and conditions set forth in this contract. For the purpose of this contract, HRMC will be the Naval Supervising Authority (NSA) and Regional Maintenance Center (RMC). The Contractor shall lead or participate in periodic meetings, as required, to facilitate status reporting related to USS MICHAEL MURPHY (DDG 112) FY19 SRA. Forums will be conducted at a time mutually agreed to by primary participants. These meetings include, but are not limited to, the following:

- Post Award Conference (Participate)
- Contract Reading (Participate)
- Arrival Conference (Participate)
- Schedule Model Review in which the A-30 days Integrated Schedule is presented and reviewed for full integration of other government work (Lead). The Integrated Production Schedule (IPS) shall be developed and maintained and shall include all work project work including but not limited to: Lead Maintenance Activity or Prime Contractor (LMA), Sub-Contractor, Alteration Installation Team (AIT), Ship’s Force and Intermediate or I-Level work. Attachment J-7 provides the meeting requirements and deliverables. Project Maintenance Team forums designed to enhance work package integration and certification for Government Designated Planning Activity, NSA, Third Party/AITs, Ship's Force, and Prime Contractor. (Lead)
- Project Management Reviews such as the 25%, 50%, 75%, and other meetings required to manage the overall availability to completion. (Participation)
- Daily Production meetings. (Lead)
- Weekly Progress meeting (Participate)
- Weekly Commanding Officer briefs. (Participate)
- Integrated Project Team Development (IPTD) C+21 days Meeting (Participate)

Category I NAVSEA FY20 Standard Items identified under Attachment J-1 are applicable to all items without further reference. Category II NAVSEA FY20 Standard Items are applicable when invoked and/or referenced in individual work items specified in Attachment J-1. NAVSEA Standard items may be found at:


The Contractor shall comply with the following Pearl Harbor Naval Shipyard & Intermediate Maintenance Facility C400 Local Standard Items (LSIs) under Attachment J-8:

- LSI No. 099-01PH dated 22 July 2010, “Waste Generated on Government Property, including satellite accumulation area (SAA); managing and disposing of Hazardous Waste (HW) and non-HW; accomplish”
- LSI No. 099-03PH dated 22 July 2010, “Additional Environmental Requirements for Contractors; accomplish”
- LSI No. 099-05PH dated 22 July 2010, “Miscellaneous Requirements; accomplish”
- LSI No. 099-06PH dated 22 July 2010, “Industrial Wastewater/Oily Wastewater; disposal process and requirements”
1.2 The Contractor shall accomplish planning and scheduling to ensure a rational, integrated and timely plan for receipt, storage and installation of Government Furnished Material as identified in work item specifications, and for accomplishment of production work.

1.3 The Contractor shall provide an integrated milestone plan for the availability. These milestones will include a schedule of key events necessary to meet the contract delivery dates. A critical path analysis and a milestone schedule shall be used to measure schedule accomplishment of the functions and elements required to successfully complete the repair and alterations required to complete the USS MICHAEL MURPHY (DDG 112) FY19 SRA within the availability dates herein.

1.4 INTEGRATED PRODUCTION SCHEDULE DEVELOPMENT, UPDATE, AND REVIEWS – In support of NAVSEA Standard Item requirements and to confirm the contractor has all available input for development of the Integrated Production Schedule, including the development of the Integrated Work Package, Production Schedule, Integration of O, I and D level Work, Integration of AIT and SHIPALT requirements and any other contractor assigned or Third Party work scheduled for accomplishment concurrent with the CNO availability, the contractor shall, with the Regional Maintenance Center (RMC), conduct the Work Package Execution Review (WPER). The WPER will take place at the RMC located at the vessel’s homeport. The RMC will schedule the WPER per the Joint Fleet Maintenance Manual (JFMM) Milestones either as a separate event or concurrent with an Integrated Project Team Development (IPTD) event no later than A-30 for CNO availabilities. This review shall be accomplished following the JFMM, Volume II, Integrated Fleet Maintenance requirements including the Critical Time Period, First 100 Hour Plan. Final 100 Hour plan and identify any schedule or scope impact. See Appendix E of the JFMM II-I-2E-1. The JFMM can be found at:


The Contractor shall formally present its Integrated Production Schedule to the Navy Supervisory Authority (NSA) at the WPER, Start of the Availability, 25% complete conference, 50% complete conference, 75% complete conference, production completion meetings, and for pre Sea Trials requirements. The Integrated Production Schedule shall include Alteration Installation Teams (AIT), Government-Contracted Third Party Maintenance Providers, Ship's Force, Commercial Industrial Services (CIS), and Fleet Maintenance Activity (FMA) work to the maximum extent this information is available. At each meeting, the contractor shall present and explain, at minimum, the following information:

1.4.1 The Contractor's latest, Government approved, Integrated Production Schedule created in full compliance with Standard Item 009-60. In accordance with NSI 009-60 paragraph 3.1.5, the Navy hereby specifies that the contractor may complete the Availability utilizing other than a 5-day work week.

1.4.2 The Contractor's current progress in preparing for and/or executing the Availability in accordance with their Integrated Production Schedule. The Contractor shall provide an explanation and mitigation plan for any preparation or execution delays in comparison to their Integrated Production Schedule.

1.4.2.1 The Contractor's plan shall describe opportunities for schedule acceleration (at no cost to the Government unless directly related to a Government caused delay) and potential risks and mitigations to remaining schedule attainment.
1.5 Wherever the term “Job Order” is used in this solicitation/award, it also means “Contract,” except for the purposes of DFARS clause 252.217-7007 “Payments”, paragraph (c) and (e), where “Job Order” means “Work Item”. In relation to DFARS clause 252.217-7007 “Payments”, paragraph (c) and (e), the Contracting Officer shall authorize the release of performance reserves associated with an individual work item upon the completion, final inspection and acceptance of all work scope associated with that work item.

1.6 The Contractor shall report and recommend corrective action during contract performance for those deficiencies discovered which are not covered by the work specifications. As found conditions, needed repairs and corrective action reports will be submitted to the Government in the form of a Condition Found Report (CFR). The Contractor's conditions found reporting shall be in accordance with that set forth in Standard Item 009-01.

1.7 The Navy may send a site inspection team to perform an inspection of the contractor's facility prior to arrival of the vessel.

1.8 GOVERNMENT FURNISHED MATERIAL: Government Furnished Material (GFM) cited in work specification(s) and/or Statement of Work (SOW) will be shipped to the contractor's facility. The successful offeror is to coordinate delivery of GFM with the Project Manager. Government property permanently removed from a vessel that requires a Property Administrator's disposition instructions shall be properly prepared for shipment and be delivered as direct by the Property Administrator. GFM will be listed in paragraph 5 of Work Item(s).

1.8.1 The following is applicable to out of homeport contractors: Government Furnished Material (GFM) cited in the solicitation will be shipped to the contractor's facility for NAVSEA and TYCOM items. The contractor is to coordinate delivery of Government Furnished Material with the Project Manager. Government property permanently removed from a vessel that requires a Property Administrator's disposition instructions shall be properly prepared for shipment and be delivered as directed by the Property Administrator. GFM will be listed in paragraph 5 of the Work Item(s).

1.8.2 The following is applicable to in homeport contractors: Government Furnished Material (GFM) cited in the solicitation will be shipped to the contractor's facility for NAVSEA items only. The contractor is to coordinate delivery of NAVSEA Government Furnished Material with the Project Manager. The contractor is to coordinate pickup of TYCOM Government Furnished Material from the Naval Base with the Project Manager. This GFM will be available at A-30 from one building on the Naval Base. Contractor shall develop pick up schedule accordingly. Transportations costs shall be included in the contract. Change order will only be issued if there is a Government caused change to the pickup date. Government property permanently removed from a vessel that requires a Property Administrator's disposition instructions shall be properly prepared for shipment and be delivered as directed by the Property Administrator. GFM will be listed in paragraph 5 of the Work Item(s).

1.9 QUALITY ASSURANCE

1.9.1 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 job order conform to the drawings, specifications, job orders, 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 rights under clause 252.217-7005 “Inspection and Manner of Doing Work”, 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 job order 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.

1.9.2 Quality Assurance Surveillance Plan (QASP) - The Contractor shall meet the performance/acceptable quality level requirements for each deliverable/assessment area in the QASP, Attachment J-5. There will be monetary deductions based on unfavorable contractor performance as stated in the QASP.

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

1.10.1 CONDITION FOUND NOTIFICATION TO GOVERNMENT
CFRs shall be submitted through the Navy Maintenance Database Re-platform (NMDR) within five (5) working days of discovery of the condition. At a minimum, the CFR will include the following:

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

1.10.2 GOVERNMENT REVIEW AND RESPONSE TO CFR. The Maintenance Team will review the CFR. If the CFR is inadequate or incomplete, it will be rejected with time continuing to accrue (relative to five (5) working day requirement). As appropriate, the Government and contractor will need to meet, conduct ship checks and/or discuss the recommendation for corrective action further to determine the full scope of work required prior to final approval of the CFR. The contractor's accuracy reflected in the CFRs submitted may be evaluated in CPARS and utilized for past performance ratings on future requirements. Additionally, deductions may be assessed in accordance with Attachment J-5, QASP.

1.11 DATA REQUIRED FOR RTRs AND REQUEST FOR CONTRACT CHANGE (RCC). In the event a growth requirement that is not covered by the Growth Reservation CLINs (CLINs 0002, 0004, 0006, & 0008) or new work is validated and fully scoped, the Government may generate a RTR or Request for Contract Change (RCC) which the ACO may request a firm fixed price proposal from the contractor.

The contractor shall provide all Change Order Price Analysis (COPA) proposals to the ACO in response to RCCs within seven (7) calendar days. A contractor’s COPA shall remain valid for a minimum of 14 calendar days, unless otherwise specified on an individual RCC by the ACO; if another timeline is
specified by the Government on an individual RCC, the contractor’s COPA shall remain valid for that amount of time. A COPA addressing a change to the FFP contract shall include at a minimum:

a. Labor hours to be performed by the Prime Contractor  
   
   b. Subcontractor Quote (If applicable)*  
      $________

c. Material Quote (If applicable)**  
   $________

d. Mark-up (If applicable)  
   $________

*Subcontractor quotes shall include labor hours, labor rate, material (part number, description, unit cost, quantity, total cost, and vendor quotes for each line item), and tiered subcontractor quotes (if applicable)

** Material quote shall include the part number, description, unit cost, quantities, total cost, and vendor quotes for each line item

Note 1: Labor hours for both prime and subcontract shall be provided broken down by trade and labor mix.

Note 2: The required documentation must accompany the COPA for the COPA to be considered submitted to the ACO. See Attachment J-5, QASP, for deductions associated with late or invalid COPA submittals.

If circumstances arise where the contractor is unable to submit a COPA within seven (7) calendar days, the contractor shall notify the ACO in writing of the specific circumstances and provide a revised date in which a COPA proposal will be submitted. Additional time needed to complete a COPA may be granted solely at the discretion of the ACO. The new timeframe granted, solely at the discretion of the ACO and may differ from the contractor’s request, shall be met by the contractor. Deductions may be assessed in accordance with Attachment J-5, QASP

1.12 NAVY MAINTENANCE DATABASE (NMD): The Contractor shall use NMD for the submission of Condition Found Reports throughout the administration of this contract. In addition to the submission of reports, the contractor shall also utilize NMD to enter in data fields for check points (scheduling, inspection data, inspection results), entering test and inspection plan (TIP) data, entering and adjudicating Corrective Action Requests (CAR) information, and CFR and Required Report submittal and management inside the program. NMD is located at:


1.13 ORGANIZATION CHART AND EMPLOYEE ROSTER:

1.13.1 ORGANIZATION CHART - Within 30 days of contract award, submit a chart detailing each management, technical, engineering and production position from the highest company level to the lowest supervisory level. Include descriptions of each position describing the duties, responsibilities, authority and names of the individuals filling the positions. The organizational chart must represent the facility that will perform the work.

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

1.14 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER – No order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract. The Contractor shall not comply with any order,
direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer’s. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The only exception to this is if the contractor is ordered to stop for a safety reason.

2. SCHEDULE

USS MICHAEL MURPHY (DDG 112) must be delivered, mission-ready, no later than the “KTR Contract Complete” date included in the Attachment J-3.

2.1 MILESTONES: In addition to the “KTR Contract Complete” date included in the Attachment J-3, the Government has established execution dates for the milestones identified in Attachment J-3. If any milestone event is not accomplished by the date provided, and the failure to accomplish any such milestone event does not arise from a cause beyond the control and without fault or negligence of the Contractor, such failure may be deemed to constitute a failure to perform this contract in accordance with its terms within the meaning of subparagraph (a)(1)(ii) of the clause of this contract entitled "DEFAULT" (DFARS 252.217-7009).

2.2 DELAYS / DISRUPTIONS: The contractor shall coordinate the work effort with the NSA Project Manager on a daily basis to prevent changing situations from causing delays and disruptions. Disruption due to minor delays in obtaining access to spaces and operation of equipment are to be expected. A minor delay is defined as eight (8) hours or less. These disruptions are considered normal rather than unusual occurrences during the performance of tasks ordered under this contract. If, during contract performance, delays greater than those indicated above are encountered, the Contractor shall immediately verbally notify the Project Manager and Contracting Officer, followed by a written statement within 24 hours after occurrence of delay, stating time of impact, reason for delay, duration of impact, number of people affected, action taken to properly schedule the work, action taken to minimize impact, and the names of the Government person(s) contacted.

2.3 SCHEDULE AND ASSOCIATED REPORTS: The proposed scheduling of work, resources, key events and milestones submitted by the Contractor in accordance with Standard Item 009-60 during the course of contract performance shall not be materially different from the Schedule and Associated Reports provided in the Contractor’s technical proposal.

2.4 MILESTONES FOR CERTAIN REPORTS: Quality Assurance Plan (QASP) Attachment J-5 Deliverable 2: The Contractor shall complete the necessary work associated with the reports due on or before the first 20% of the docking duration as well as the reports due on or before the first 20% of the availability duration and submit to the Government the required reports in the necessary format and containing the required information as specified in the Work Item in accordance with their prescribed due dates or be subject to the deductions provided in Attachment J-5 Quality Assurance Surveillance Plan.

2.5 RESERVED

3. SAFETY:

3.1 SAFETY INSPECTOR / FIRE MARSHAL: In addition to the safety standards provided in the specifications, the contractor is responsible for providing an experienced Safety Inspector/Fire Marshal who will accomplish daily inspections of the Contractor's entire work area on the ship, together with the Contracting Office’s Safety Representative. This Inspector or Fire Marshal shall not be one of the Contractor's supervisors or superintendents normally assigned to the ship and shall be identified in the contractor’s approved Safety Plan.
3.2 PERSONAL PROTECTIVE EQUIPMENT: Whenever work is performed aboard U.S. Naval Ships or vessels at piers or dry docks of a Naval Shipyard or Naval Station, Contractor employees (including management personnel) shall have and use at all times the following personal protective equipment:

(a) Protective hard hats that meet the following specifications:

(1) Protective helmets purchased after July 5, 1994 shall comply with ANSI Z89.1-1986, "American National Standard for Personnel Protection-Protective Headwear for Industrial Workers-Requirements," or shall be demonstrated to be equally effective.

(2) Protective helmets purchased before July 5, 1994 shall comply with ANSI Standard "American National Standard Safety requirements for Industrial Head Protection," Z89.1-1969, or shall be demonstrated by the employer to be equally effective. [Ref. 29 CFR 1910.135 Head Protection]

(b) Approved type Plano or prescription glasses meeting the following specifications:

(1) Protective eye and face devices purchased after July 5, 1994 shall comply with ANSI standard Z87.1-1989, "American National Standard Practice for Occupational and Educational Eye and Face Protection", or shall be demonstrated by the employer to be equally effective.

(2) Protective eye and face devices purchased before July 5, 1994 shall comply with ANSI "USA standard for Occupational and Educational Eye and Face Protection", Z87.1-1968, or shall be demonstrated by the employer to be equally effective. [Ref. 29 CRF 1910.133 Protective eye and face devices.]

(c) Safety toe shoes, with built-in protective toe box that meet the following specifications:

(1) Protective footwear purchased after July 5, 1994 shall comply with ANSI Standard Z41-1991, "American National Standard for Personal Protection-Protective Footwear", or shall be demonstrated by the employer to be equally effective.

(2) Protective footwear purchased before July 5, 1994 shall comply with the ANSI standard "USA Standard for Men's Safety Toe Footwear", Z41.1 1967, or shall be demonstrated by the employer to be equally effective [Ref. 29 CFR 1910.136 Protective eye and face devices.]

3.3 BLACK OXIDE COATED THREADED FASTENERS (BOCTFs): Due to safety concerns, use of BOCTFs is not authorized when installing or replacing threaded fasteners in the accomplishment of any work required by any Work Item in this contract.

3.4 FORCE PROTECTION CONDITION: The Navy is currently in force protection condition BRAVO. Any costs associated with delays, disruptions, or security precautions associated with this force protection condition level shall be included in your proposal. Contractors will not receive additional compensation for delays, disruptions, or security precautions associated with this force protection condition level.

3.5 FIRE DRILL: The Contractor shall coordinate the execution of a full scale fire drill with the NSA within the first 30 days after the ship's arrival at the contractor's facility. The drill will include at a minimum the requirements of the drill specified in NAVSEA Standard Items 009-08 (Fire Protection at Contractor's Facility; Accomplish) and 009-28 (Fire Prevention Requirements). For the contractor, this drill will require all production work to stop for a minimum of 4 hours during day shift on the selected day. As part of the drill, the contractor is required to evacuate the ship, provide a muster report of all personnel safely off ship, support the drill with any firefighting personnel/company emergency procedures, and
support the disconnection of temporary services at the drill site. Temporary services at the drill site will
be disconnected in the process of the drill, and the contractor will be responsible for restoring them after
the drill. This drill will require involvement with the local fire department. An additional fire drill may
be required if the availability exceeds 180 days. All costs associated with drill and production time losses
shall be included in proposal. For awareness, the government will be conducting the drill and using the
evaluation criteria found in CH-12, 13, and Appendix A, of S0570-AC-CCM-010/8010

4. OTHER REQUIREMENTS

4.1 USE/POSSESSION OF PERSONAL ELECTRONIC DEVICES (PED'S) - The possession and use of
portable electronic devices (PED's) within the confines of any naval vessel, or in the contractor's facility
where equipment removed from the vessel is being worked, is strictly controlled. Cellular phones with
digital imaging capabilities are strictly prohibited. PED's may not be connected to any Navy-owned or
controlled network. PED's may not be used to store or process any digital information associated with
the conduct of the contract without written authorization from the Naval Supervising Activity (NSA).
PED's include:

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

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

4.3 CITIZENSHIP REQUIREMENTS - The contractor shall comply with the Department of Defense
Industrial Security Manual (DoD 5220.22), and any revisions to that manual as of the Bid Opening Date
prescribed, for verification of all U. S. Citizens. Prospective offerors shall refer all questions pertaining to
the above to NSA, Security Manager. The DoD Industrial Security Manual can be found at:

4.4 PAINT ABATEMENT - Abatement work will be conducted in accordance with NAVSEA Standard Item
009-32. Paint abatement will be included as part of offerors’ proposed pricing and is not subject to
additional growth.

4.5 RESERVED.

4.6 RESERVED.

4.7 Critical work authorization during and beyond business hours: The contractor shall accept any form of
electronic media or verbal authorizations to proceed from the Contracting Officer during and after
normal hours, including weekends and holidays.

4.8 SECURITY REQUIREMENTS - The contractor shall comply with the “Security Requirements
Applicable for Pearl Harbor Naval Shipyard & IMF’s Controlled Industrial Area, Other Sensitive Areas,
Controlled Nuclear Information Areas, and/or Nuclear Work Areas” under Attachment J-9 when
accessing the Controlled Industrial Area (ex. Building 1663 – Hazardous Waste Facility).

4.9 PARKING - Contractor vehicles brought onto Joint Base Pearl Harbor Hickam in connection with
performance of this contract, or personal vehicles, are authorized to be parked in accordance with
JBPWHINST 5560.2, Joint Base Pearl Harbor-Hickam Parking Regulations (Attachment J-10) and in the
following areas:
In the “A” and “D” parking lots on Paul Hamilton Avenue, located between South Avenue and Safeguard Street.

- In the “C” parking lot on Lake Erie Street and Central Avenue.

Contractor vehicles that are outside of the specifically designated parking area(s) are subject to removal at the owner's expense and the Government is not liable for any costs, and shall not give rise to claims for delay and disruption, resulting from such removal.

If a vehicle has been removed, the Contractor should contact the Navy Exchange (NEX) Towing Services for instructions regarding recovery of the vehicle, and shall provide notification to the Contracting Officer's Representative (COR) and/or the Contracting Officer with facts and details pertinent to what has taken place.

Note that any Government Furnished Property under this contract alone does not authorize parking of Contractor personal or company vehicles.

All vehicles are subject to search while entering, remaining in, or leaving the Joint Base Pearl Harbor-Hickam (JBPHH) areas.

Parking is not permitted on any piers on any dry dock/waterfront areas. Contractors shall not park on or block the marked fire lanes at any time. Vehicles may stop on the piers of dry dock/waterfront areas for 15 minutes for loading or unloading. An exception may be made for vehicles which are part of the equipment needed to do the required work and are attached or connected to the pier or ship, i.e., a truck which uses a mounted generator, a vehicle with built-in equipment, etc. A written request for pier parking authorization with justification will be sent to the PHNSY&IMF Security Officer (Code 1120) via the Contracting Officer and/or the COR at least two weeks prior to the date parking space is required. The following information is required:

- The license number of the vehicle(s)
- The type and size of the vehicle(s) (pickup truck, crane, forklift, etc.)
- Parking location
- Purpose and duration

5. ACCOUNTABILITY OF MANHOUR AND MATERIAL RESERVATION

5.1 Accomplish the following, in addition to the specific requirements of the Job Order, for Growth Reservation CLINs which identify reservation of manhours or material dollars.

5.2 Identify task/discrepancies and initiate an estimate of manhours and material dollars on Reservation Task Request/Control Form (Attachment A) for each discrepancy or task identified to be accomplished under a reservation item or reservation paragraph, entering the date and estimate of labor and material, and deliver the estimate to the SUPERVISOR.

5.2.1 Reservation taskings shall not be used to accomplish work outside the scope of the specific Work Item identifying a reservation work paragraph.

5.3 The SUPERVISOR shall review the estimate submitted and if in agreement, shall sign the "RMC/NSA Authorization Agreement to Quote" blank, authorizing the work at the manhour and material dollars quoted. The contractor shall then sign the "Contractor Obligation/Agreement to Quote" blank and enter the estimated start date. The RMC/NSA contracts representative shall initial the form in the blank provided.

5.3.1 If there is a difference of opinion in the estimate provided by the contractor and RMC/NSA, the manhours and material dollars shall be negotiated immediately to resolve the difference. The negotiated manhour and material dollars shall then be entered in the provided "Revised Estimate" blocks with the required signatures as indicated in 6.3.
5.4 The Contractor shall enter the work completion date, sign and date the control form, and submit to the SUPERVISOR within two (2) days after completion of the tasking authorized.

5.5 Submit one legible copy, in approved transferrable media, of a weekly report listing all Work Items with manhour and material reservation paragraphs identified to the SUPERVISOR.

5.5.1 The report shall contain the following: Work Item number, reservation control form serial number, reservation paragraph number, total original manhours and material dollars allocated in each paragraph, the manhour and material dollars negotiated for each authorized tasking, and the remaining balances of manhour and material dollars.

5.6 Submit one legible copy, in approved transferrable media, of a final report no later than five days after completion of the availability to the SUPERVISOR.

5.6.1 The report shall contain the same information specified in 5.5.1.

5.7 The reservation manhours and material dollar requirements listed in the Growth Reservation CLINs are a part of this contract under the original solicitation and award. Therefore, they are subject to the provisions, terms, conditions, and clauses of this contract job order and the Master Ship Repair Agreement (MSRA)/The Agreement for Boat Repair (ABR).

5.7.1 The manhour reservation shall include both prime contractor and sub contractor efforts.

5.8 The balance of hours remaining in the Growth Reservation CLINs after negotiations have concluded, and it is evident that no additional work will be tasked, is subject to a decrease change order.

5.9 Only actual production manhours expended will be considered towards the contractors obligation to provide the defined reservation manhour effort. While supervision, quality assurance, and other nonproductive labor should be included in the pricing for reservation items in the original bid, they shall not count towards satisfying the contractors obligation to provide reserved manhours. The production manhour reservation shall not include any allowance for technical representatives or for any other Government directed source unless specifically addressed in the individual Work Item.

5.10 Material dollars shall be based on actual costs to the Contractor of acquiring the materials provided. Material dollars may include freight or duties which would be reflected on the invoice for the material. The Contractor shall not be allowed to add material handling charges, overhead (including G & A), or profit into the actual cost of materials expended toward the reservation.

5.11 The information received in the consolidated final report of 5.5 will be used by the Contracting Officer in the issuance of one contract modification, which will be a final settlement for all reservation Work Items.

5.12 The reservations listed in the Growth Reservation CLINs are Level of Effort to Completion. Once the scope of work for a task has been listed and a mutually agreeable number of manhours or materials has been agreed to, neither party will be entitled to an adjustment based on actual manhours or material dollars required.

5.13 RESERVED

5.14 The SUPERVISOR will serialize each reservation control form.

5.15 Clause 5252.217-9107 GROWTH AND NEW WORK (SEP 1990) is not applicable to the following CLINs (0011-0020).
6. LOCATION

The required place of performance for the Availability shall be the Bravo Piers at the repair basin of Pearl Harbor Naval Shipyard.

7. GOVERNMENT FURNISHED PROPERTY (GFP)

8500 square feet of outdoor space allocation at the repair basin in the vicinity of B10 - B12. This space will include electricity (up to 220v) provided by PHNSY. The contractor may use this allocation for office trailer(s), and/or connex box(es), and laydown as determined by the contractor. Any equipment, office trailer(s), and connex box(es) need to be provided by the contractor.

CLAUSES INCORPORATED BY FULL TEXT

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

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

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

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

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

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.
(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

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

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

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

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

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

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

**CLAUSES INCORPORATED BY FULL TEXT**

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

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

HQ C-2-0005 ACCESS TO THE VESSELS BY NON-U.S. CITIZENS (NAVSEA) (SEP 2016)

(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 5510.3 ( ).

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

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

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

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

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

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

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

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

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

   (5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.
(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACPs for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

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

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

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

(g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.) except that, with respect to access to the vessel and worksite, the restrictions shall not apply to uniformed U.S. Navy personnel who are non-U.S. citizens and who are either assigned to the ship or require access to the ship to perform their duties.

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

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

(1) the vessel;
(2) the equipment on the vessel;
(3) movable stores;
(4) cargo; and
(5) other material on the vessel
(b) For purposes of paragraph (b) of the clause entitled "GOVERNMENT PROPERTY", notwithstanding any other requirement of this contract, the following shall not be considered Government Property:

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

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0007 APPROVAL BY THE GOVERNMENT (AT) (NAVSEA) (JAN 1983)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

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

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

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

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

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal TBD dated TBD in response to NAVSEA Solicitation No. N00024-19-R-4404.
(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

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

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

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

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

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

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

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

(a) Dock Trials. The purpose of this trial is to conduct preliminary tests necessary to ensure that the ship is ready for operating at sea. Ship's personnel will conduct all tests and perform all operational functions; however, Contractor personnel will observe tests, record data, and make minor repairs and adjustments as necessary. The dock trial shall be scheduled in accordance with Attachment J-3. Contractor personnel are not to interfere with functions of ship's personnel.
(b) Fast Cruise. The "fast cruise" is a simulated underway period. The purpose of fast cruise is to test to the maximum extent possible, the ship's material and operational readiness condition. This includes normal watch stations and engineering casualty control procedures. Contractor personnel will not be allowed onboard during this period unless specifically requested by the Supervisor. Fast cruise shall be scheduled after dock trials and prior to sea trials as cited in Attachment J-3.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0023 EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

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

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0024 EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)

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

CLAUSES INCORPORATED BY FULL TEXT

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

No former Government surplus property or residual inventory resulting from terminated Government contracts shall be furnished under this contract unless (i) such property is identified in the Special Contract Requirements or (ii) is approved in writing by the Contracting Officer. Notwithstanding any such identification in the Special Contract Requirements or approval by the Contracting Officer, the Contractor agrees all items or components described in this requirement shall comply in all respects with the specifications contained herein.
In order to ensure that Naval vessels and material are protected during gales, storms, hurricanes and destructive weather, the Contractor is required to have a written Heavy Weather Plan (HWP) which assigns responsibilities and prescribes actions to be taken on the approach of and during heavy weather conditions as delineated in NAVSEA Standard Item (SI) 009-69. In accordance with SI 009-69, the Contractor shall furnish to the cognizant Shipbuilding, Conversion and Repair, U.S. Navy, a copy of such HWP, and shall make such changes in the plan as the Supervisor considers necessary and reasonable to protect and care for vessels and machinery and equipment to be installed therein.

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

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

(a) **Contract Specifications.** The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.

(b) **Contract Drawings and Data.** The Government will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract performance.

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

1. The Contracting Officer may at any time by written order:
   
   (i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

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

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

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

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

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

(1) From the ASSIST database via the internet at http://assist.dla.mil/;
or
(2) By submitting a request to the Department of Defense Single Stock Point (DoDSSP) Building 4, Section D 700 Robbins Avenue Philadelphia, Pennsylvania 19111-5094 Telephone (215) 697-6396 Facsimile (215) 697-9398.

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

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

The following items are subject to the clause of this contract entitled "LIMITATION OF LIABILITY--HIGH VALUE ITEMS" (FAR 52.246-24): All CLINs, Including options, if exercised.

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

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

(a) Workers' Compensation and Employer's Liability coverage shall be at least $100,000, except as provided in FAR 28.307(a).

(b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least $500,000 per occurrence.

(c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property
damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0044 PROTECTION OF THE VESSEL (NAVSEA) (SEP 1990)

(a) The Contractor shall exercise reasonable care, as agreed upon with the Supervisor, to protect the vessel from fire, and shall maintain a system of inspection over the activities of its welders, burners, riveters, painters, pipe fitters, and similar workers, and of its subcontractors, particularly where such activities are undertaken in the vicinity of the vessel's magazines, fuel oil tanks, or store rooms containing inflammable materials. All ammunition, fuel oil, motor fuels, and cleaning fluids shall have been off-loaded and the tanks cleaned, except as may be mutually agreed upon between the Contractor and the Supervisor prior to work on the vessel by the Contractor. Fire hose lines shall be maintained by the Contractor ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock. All tanks under alteration or repair shall be cleaned, washed, and steamed out or otherwise made safe to the extent necessary, and the Contractor shall furnish the vessel’s Gas Free Officer and the Supervisor with a "Gas Chemists' Certificate" before any hot work is done. The Contractor shall maintain a fire watch afloat the vessel in areas where the Contractor is working. All other fire watches afloat 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.

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HQ C-2-0045 QUALIFICATION OF CONTRACTOR NONDESTRUCTIVE TESTING (NDT) PERSONNEL (NAVSEA) (APR 2015)

(a) The Contractor and any Nondestructive Testing (NDT) subcontractor shall utilize for the performance of required NDT, only Level I, II and III personnel currently certified in accordance with NAVSEA Technical Publication T9074-AS-GIB-010/271, Revision 1 of 11 September 2014. Documentation pertaining to the qualification and certification of NDT personnel shall be made available to the Contracting Officer for review upon request.
(b) These requirements do not apply with respect to nuclear propulsion plant systems and other matters under the technical cognizance of SEA 08. Because of health and safety considerations, such matters will continue to be handled as directed by SEA 08.

CLAUSES INCORPORATED BY FULL TEXT

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

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

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions.

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

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

(b) Requirements.

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

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HQ C-2-0053 STANDARDIZATION - ALTERNATE I (NAVSEA) (MAR 2011)
(a) In order to support commonality and or standardization, variation within systems, sub-systems and components across the fleet must be reduced. When it is necessary for the Contractor to replace equipment (e.g., changes have been made to requirements, systems, sub-systems or components) or where such sub-systems, equipments or components are not available, the Contractor shall select Hull Mechanical and Electrical (HM&E) equipment/components in the following order:

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

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

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

1. Are in use on current ships of the ARLEIGH BURKE (DDG 51) Ship class and are listed in HM&E Equipment Data Research System (HEDRS) with an Engineering Support Code (ESC) of either A, *, G, S, X, Z, P.


3. Have the same form, fit, function of the equipments and components on current ships of the ARLEIGH BURKE (DDG 51) Ship class.

(d) For HM&E equipment that meet the contract requirements and have no assigned APL (non-standard equipment), or for non-standard HM&E equipment, Provisioning Technical Documentation (PTD) shall be submitted in accordance NAVSEA Standard Item 009-19, Provisioning Technical Documentation, and the requirements of the CDRL, Exhibit(s) A, B, and C.


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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.

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

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

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

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

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

(1) The support contractor not disclose any information;

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

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

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

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

HQ C-2-0066 CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)

(a) Contractor personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site. Contact the Contracting Officer’s Representative (COR) for specific requirements.

(b) Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in NAVSEA/PEO government spaces. Contractors who are injured on site shall notify SEA 04RS, Safety Office, via the COR.

(c) NAVSEA/PEO site facilities are low to mid-rise buildings with elevators and a contractor operated restaurant facility in building 197. Utility areas, electrical/phone closets and the roof are generally secured areas with restricted access. NAVSEA/PEO HQ sites generally exhibit low hazards with no personal protection equipment (PPE) requirements. Hazards are those typically found in an office environment. Slips, trips and falls on wet/icy surfaces, pest control, and ergonomic concerns are the primary hazards. It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves.

(d) Contractors whose employees perform work within NAVSEA/PEO government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to SEA 04RS via the Contracting Officer’s Representative by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred.

(e) Any contractor employee exhibiting unsafe behavior may be removed from the NAVSEA/PEO site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.
Section D - Packaging and Marking

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HQ D-1-0001 DATA PACKAGING LANGUAGE

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

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

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

Applicable to all CLINs.

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

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129R dated 18 February 2014.

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

Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

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

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

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

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

   (1) name and business address of the Contractor
   (2) contract number
   (3) contract dollar amount
   (4) whether the contract was competitively or non-competitively awarded
(5) sponsor: CAPT Kevin P. Byrne, Program Manager
(Name of Individual Sponsor)
Deputy Commander for Surface Warfare, SEA 21
(Name of Requiring Activity)
Washington Navy Yard, DC
(City and State)
Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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CLAUSES INCORPORATED BY REFERENCE

52.246-2  Inspection Of Supplies--Fixed Price  AUG 1996
52.246-16 Responsibility For Supplies  APR 1984
252.217-7005 Inspection and Manner of Doing Work  JUL 2009
252.217-7013 Guarantees  DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

HQ E-1-0001 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (SEP 1990)
Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

Applicable to all CLINs.

CLAUSES INCORPORATED BY FULL TEXT

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

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

<table>
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<tr>
<th>CLIN</th>
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CLAUSES INCORPORATED BY REFERENCE

52.211-17 Delivery of Excess Quantities SEP 1989
52.242-15 Stop-Work Order AUG 1989
52.242-17 Government Delay Of Work APR 1984
52.247-34 F.O.B. Destination NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

CLAUSES INCORPORATED BY REFERENCE

252.204-0002  Line Item Specific: Sequential ACRN Order  SEP 2009
252.204-7006  Billing Instructions  OCT 2005
252.232-7003  Electronic Submission of Payment Requests and Receiving Reports  DEC 2018
252.246-7000  Material Inspection And Receiving Report  MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

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

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

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

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

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

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at https://wawf.eb.mil/.
(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

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

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

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

Routing Data Table*

<table>
<thead>
<tr>
<th>Field Name in WAWF</th>
<th>Data to be entered in WAWF</th>
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<td>Admin DoDAAC**</td>
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<tr>
<td>Inspect By DoDAAC</td>
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<tr>
<td>Ship To Code</td>
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<tr>
<td>Ship From Code</td>
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<td>Mark For Code</td>
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<td>Service Approver (DoDAAC)</td>
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</table>

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

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

_________________________________________________________________

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

Enter below (if applicable) the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.
HQ G-2-004 PURCHASING OFFICE REPRESENTATIVE

PURCHASING OFFICE REPRESENTATIVE: ATTN: Sheila Utz
NAVAL SEA SYSTEMS COMMAND
1333 ISAAC HULL AVENUE SE
WASHINGTON NAVY YARD DC 20376
Telephone No. 202/781-2486
Email Address: Sheila.Utz1@navy.mil

HQ G-2-009 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (APR 2015)

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

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

CONTRACT BILLING
1.1 The payment office will make payment using the ACRN funding of the line item being billed. Contractor billings submitted for payment shall identify the specific accounting classifications cited in this contract. The Contractor shall submit billings by Line Item, Sub Line Item, and ACRN level as identified on the Financial
Accounting Data Sheet(s) attached to this contract. Billings submitted to the paying offices that do not identify billing amounts by the ACRN level will be returned to the Contractor for proper identification.

1.2 INSTRUCTIONS TO THE CONTRACTOR: The contractor shall provide Progress Reports at the Sub-CLIN level and shall provide progress to the Project Manager at the Weekly Progress Meetings with the Government.

**NOTE:** This is not the same progress as the total progress; however the Sub-CLINs will be equal to the total delivery order progress.

1.3 PROGRESS PAYMENT RATES

The progress payment rate for this contract is 90 percent for large business and 95 percent for small business.
Section H - Special Contract Requirements

SUBCONTRACTING REQUIREMENT
SMALL BUSINESS SUBCONTRACTING REQUIREMENT

For the purposes of this provision, the small business subcontracting requirement is that prime contractor(s) subcontract to small businesses, for all scheduled CNO availabilities, emergent maintenance, and continuous maintenance efforts completed over the course of the entire period of performance of the contract to the extent that small business subcontracting goal averages twenty percent (20%) annually of direct costs related to production work for the contract, minus the cost of any directed subcontracts. The 20% goal is inclusive of the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns.

Offerors are encouraged to subcontract with small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, and HUB-Zone small businesses. The Offerors should also strive to meet the 20% small business subcontracting goal using the aforementioned subcategories of small businesses to the greatest extent possible. The extent to which the contractor does or does not meet, the small business subcontracting requirements of this provision during actual contract performance, as documented by compliance reports submitted by the Contractor in accordance with Contract Data Requirements List (CDRL) (A001) will be evaluated for Past Performance purposes. The Contracting Officer will validate whether or not the required small business subcontracting goal has been met by evaluating the reports submitted by the prime via the Electronic Subcontracting Reporting System (eSRS).

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

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

(a) DEPARTMENT means the Department of the Navy.

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

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.
(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

CLAUSES INCORPORATED BY FULL TEXT

5252.217-9107 GROWTH AND NEW WORK (SEP 1990)

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

CLAUSES INCORPORATED BY FULL TEXT

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

(a) GENERAL


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

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

(b) IDENTIFICATION OF HAZARDOUS WASTES

The specifications of this contract identifies the types and amounts of hazardous wastes that are required to be removed by the Contractor, or that are expected to be generated, during the performance of work under this contract.

(c) GENERATOR IDENTIFICATION NUMBERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) Other work attributable to the change;

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

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

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

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

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

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

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

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

(a) The Contracting Officer, in addition to proposing engineering changes pursuant to other requirements of this contract, and in addition to issuing changes pursuant to the clause of this contract entitled "CHANGES", may propose other changes within the general scope of this contract as set forth below. Within forty five (45) days from the date of receipt of any such proposed change, or within such further time as the Contracting Officer may allow, the Contractor shall submit the proposed scope of work, plans and sketches, and its estimate of: (A) the cost, (B) the weight and moment effect, (C) effect on delivery dates of the vessel(s), and (D) status of work on the vessels affected by the proposed change. The proposed scope of work and estimate of cost shall be in such form and supported by such reasonably detailed information as the Contracting Officer may require. Within sixty (60) days from the date of receipt of the Contractor's estimate, the Contractor agrees to either (A) enter into a supplemental agreement covering the estimate as submitted, or (B) if the estimate as submitted is not satisfactory to the Contracting Officer, enter into negotiations in good faith leading to the execution of a bilateral supplemental agreement. In either case, the supplemental agreement shall cover an equitable adjustment in the contract price, including an equitable adjustment for the preparatory work set forth above, scope, and all other necessary equitable adjustments. The Contractor's estimate referred to in this subparagraph shall be a firm offer for sixty (60) days from and after the receipt thereof by the Contracting Officer having cognizance thereof, unless such period of time is extended by mutual consent.
(b) Pending execution of a bilateral agreement or the direction of the Contracting Officer pursuant to the "CHANGES" clause, the Contractor shall proceed diligently with contract performance without regard to the effect of any such proposed change.

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

5252.247-9110 TUG AND PILOT SERVICES (SEP 1990)

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

### CLAUSES INCORPORATED BY REFERENCE

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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, as described in the table below, per calendar day of delay.

The sum of liquidated damages, across all milestones in the table below, shall not exceed 10% of the awarded price of Availability, including all Base and Option Items.

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<thead>
<tr>
<th>Milestone</th>
<th>Liquidated Damage incurred per Day</th>
<th>Maximum Liquidated Damage associated with each Milestone</th>
</tr>
</thead>
<tbody>
<tr>
<td>END OF AVAIL - Mission Ready Vessel Redelivered to Fleet*</td>
<td>$133,640</td>
<td>Up to total maximum liquidated damage</td>
</tr>
</tbody>
</table>

(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.

* In regard to the milestone “END OF AVAIL- Mission Ready Vessel Redelivered to Fleet”, if the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, such that their failure delays the completion of work that may be outside of the scope of the Contractor’s contract, such as AIT & 3rd Party Trade efforts and Government & 3rd Party test and trials, and this failure delays the Navy’s ability to return the vessel to the fleet at the milestone “END OF AVAIL - Mission Ready Vessel Redelivered to Fleet” the Contractor shall, in place of actual damages, pay to the Government liquidated damages, as described in the table below, per calendar day of delay.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

NOTE C: Option item to which the option clause FAR 52.217-7 applies and which is to be supplied only if and to the extent said option is exercised.

(Applicable to all Option CLINs).

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor as outlined below. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

CLINs 0003-0006; 0009-0010: No later than 20 days prior to the availability start date
CLINs 0011-0021: At anytime prior to the delivery date under the contract (as modified)
52.252-2      CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.acquisition.gov/far or http://farsite.hill.af.mil

(End of clause)

52.252-6     AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.203-7004  DISPLAY OF HOTLINE POSTERS (OCT 2016)

(a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of hotline poster(s).

(1)(i) The Contractor shall display prominently the DoD fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from—

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations – Hotline, 245 Murray Lane SW, Washington, DC 20528-0305; or


(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the required poster at the website.

(d) Subcontracts. The Contractor shall include this clause, including this paragraph (d), in all subcontracts that exceed $5.5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

252.211-7000 ACQUISITION STREAMLINING (OCT 2010)

(a) The Government's acquisition streamlining objectives are to-

(1) Acquire systems that meet stated performance requirements;

(2) Avoid over-specification; and

(3) Ensure that cost-effective requirements are included in future acquisitions.

(b) The Contractor shall-

(1) Prepare and submit acquisition streamlining recommendations in accordance with the statement of work of this contract; and

(2) Format and submit the recommendations as prescribed by data requirements on the contract data requirements list of this contract.

(c) The Government has the right to accept, modify, or reject the Contractor's recommendations.

(d) The Contractor shall insert this clause, including this paragraph (d), in all subcontracts over $1.5 million, awarded in the performance of this contract.

(End of provision)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(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--
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

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

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

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

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

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

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

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

Government's unit acquisition cost means--

For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

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

For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

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

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.
Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Contract line, subline, or exhibit line item No.</th>
<th>Item description</th>
</tr>
</thead>
<tbody>
<tr>
<td>..................................................................</td>
<td>........................</td>
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<tr>
<td>..................................................................</td>
<td>........................</td>
</tr>
</tbody>
</table>

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:
<table>
<thead>
<tr>
<th>Contract line, subline, or exhibit</th>
</tr>
</thead>
<tbody>
<tr>
<td>line item No.</td>
</tr>
</tbody>
</table>

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

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

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

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--
(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(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.

(12) Type designation of the item as specified in the contract schedule, if any.
(13) Whether the item is an item of Special Tooling or Special Test Equipment.

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

c) 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 as follows:

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

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

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

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

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

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

(End of clause)
252.217-7028  OVER AND ABOVE WORK. (DEC 1991)

(a) "Definitions."

As used in this clause --

(1) "Over and above work" means work discovered during the course of performing overhaul, maintenance, and repair efforts that is --

(i) Within the general scope of the contract;

(ii) Not covered by the line item(s) for the basic work under the contract; and

(iii) Necessary in order to satisfactorily complete the contract.

(2) "Work request" means a document prepared by the Contractor which describes over and above work being proposed.

(b) The Contractor and Administrative Contracting Officer shall mutually agree to procedures for Government administration and Contractor performance of over and above work requests. If the parties cannot agree upon the procedures, the Administrative Contracting Officer has the unilateral right to direct the over and above work procedures to be followed. These procedures shall, as a minimum, cover --

(1) The format, content, and submission of work requests by the Contractor. Work requests shall contain data on the type of discrepancy disclosed, the specific location of the discrepancy, and the estimated labor hours and material required to correct the discrepancy. Data shall be sufficient to satisfy contract requirements and obtain the authorization of the Contracting Officer to perform the proposed work;

(2) Government review, verification, and authorization of the work; and

(3) Proposal pricing, submission, negotiation, and definitization.

(c) Upon discovery of the need for over and above work, the Contractor shall prepare and furnish to the Government a work request in accordance with the agreed-to procedures.

(d) The Government shall --

(1) Promptly review the work request;

(2) Verify that the proposed work is required and not covered under the basic contract line item(s);

(3) Verify that the proposed corrective action is appropriate; and

(4) Authorize over and above work as necessary.

(e) The Contractor shall promptly submit to the Contracting Officer, a proposal for the over and above work. The Government and Contractor will then negotiate a settlement for the over and above work. Contract modifications will be executed to definitize all over and above work.

(f) Failure to agree on the price of over and above work shall be a dispute within the meaning of the Disputes clause of this contract.
(End of clause)
Section J - List of Documents, Exhibits and Other Attachments

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DOCUMENTS/EXHIBITS/ATTACHMENTS

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

<table>
<thead>
<tr>
<th>Attachment S-1</th>
<th>Manpower Utilization Data Sheet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment S-2</td>
<td>Reserved</td>
</tr>
<tr>
<td>Attachment S-3</td>
<td>Pre-Proposal Information (PPI) Form</td>
</tr>
<tr>
<td>Attachment S-4</td>
<td>Reserved</td>
</tr>
<tr>
<td>Attachment S-5</td>
<td>Reserved</td>
</tr>
<tr>
<td>Attachment S-6</td>
<td>Value Adjusted Total Evaluated Price Reduction Table</td>
</tr>
<tr>
<td>Attachment S-7</td>
<td>Proposal Assessment Sheet</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>No.</th>
<th>Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment J-1</td>
<td>Specification Package No. (Erratas 1, 2, 3, 4, 5, 6, 7, 8, and 9)</td>
</tr>
<tr>
<td>Attachment J-2</td>
<td>Work Item Plans, Drawings, and Other References (A0006)</td>
</tr>
<tr>
<td>Attachment J-3</td>
<td>Execution Milestones and Key Event Dates</td>
</tr>
<tr>
<td>Attachment J-4</td>
<td>Pricing Workbook (A0006)</td>
</tr>
<tr>
<td>Attachment J-5</td>
<td>Quality Assurance Surveillance Plan</td>
</tr>
<tr>
<td>Attachment J-6</td>
<td>Subcontracting Plan (to be incorporated upon award)</td>
</tr>
<tr>
<td>Attachment J-7</td>
<td>Schedule Model Review</td>
</tr>
<tr>
<td>Attachment J-8</td>
<td>PHNSY &amp; IMF C400 Local Standard Item No. 099-01PH, 099-03PH, 099-05PH, 099-06PH, 099-07PH</td>
</tr>
<tr>
<td>Attachment J-9</td>
<td>Security Requirements Applicable for Pearl Harbor Naval Shipyard &amp; IMF’s Controlled Industrial Area, Other Sensitive Areas, Controlled Nuclear Information Areas, and/or Nuclear Work Areas</td>
</tr>
<tr>
<td>Attachment J-10</td>
<td>JBPHHINST 5560.2, Joint Base Pearl Harbor-Hickam Parking Regulations</td>
</tr>
</tbody>
</table>

Exhibit A Rev 1 Contract Data Requirements List (CDRL) (DD Form 1423) A001-A003; A005-A009; A011; A012; A014 (Does not include A004, A0010, or A0013)
Exhibit B Rev 1 Contract Data Requirements List (CDRL) (DD Form 1423) B001-B009
Exhibit C Rev 1 Contract Data Requirements List (CDRL) (DD Form 1423) C001-C002
Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.204-19</td>
<td>Incorporation by Reference of Representations and Certifications.</td>
<td>DEC 2014</td>
</tr>
<tr>
<td>52.209-7</td>
<td>Information Regarding Responsibility Matters</td>
<td>OCT 2018</td>
</tr>
<tr>
<td>52.225-18</td>
<td>Place of Manufacture</td>
<td>AUG 2018</td>
</tr>
<tr>
<td>52.225-20</td>
<td>Prohibition on Conducting Restricted Business Operations in Sudan--Certification</td>
<td>AUG 2009</td>
</tr>
<tr>
<td>252.203-7005</td>
<td>Representation Relating to Compensation of Former DoD Officials</td>
<td>NOV 2011</td>
</tr>
<tr>
<td>252.204-7008</td>
<td>Compliance With Safeguarding Covered Defense Information Controls</td>
<td>OCT 2016</td>
</tr>
<tr>
<td>252.227-7028</td>
<td>Technical Data or Computer Software Previously Delivered to the Government</td>
<td>JUN 1995</td>
</tr>
</tbody>
</table>

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336611.

(2) The small business size standard is 1,250.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(     ) Paragraph (d) applies.

(     ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $80,317, the provision with its Alternate II applies.

(D) If the acquisition value is $80,317 or more but is less than $100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

X (i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

X (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through https://www.sam.gov. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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<th>FAR Clause</th>
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2018)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.
(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

x (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

x (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

x (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

x (iv) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at https://www.acquisition.gov/. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as
indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ____ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)
INSTRUCTIONS TO OFFERORS

1.0 INTRODUCTION

This solicitation is a Request for Proposals (RFP) that will result in the award of a single Fixed-Price contract for the FY20 Selected Restricted Availability (SRA) for USS MICHAEL MURPHY (DDG 112). The Government anticipates awarding a single contract through a best value source selection process. The Government expects the best value to result from selection of the technically acceptable proposal with the lowest evaluated price and will use the Value Adjusted Total Evaluated Price Trade-off source selection procedures in accordance with FAR 15.101-2.

ALL INQUIRIES shall be made in writing and directed to Sheila Utz, Contracting Officer, and Zachary Tucker, Contract Specialist at Sheila.Utz1@navy.mil, and zachary.m.tucker@navy.mil. To ensure the Government is able to adequately address and respond to offeror pre-proposal information (PPIs) via amendment, it is requested questions be submitted no later than 05 May 2019 at 3:00 pm, local time, Washington DC. The Navy reserves the right to not answer any requests received after this date and time. Furthermore, offerors should note that the proposal due date will not be extended solely on the basis of requests received after this date and time. PPIs should reference a solicitation and/or specification page and paragraph number and be submitted on the Pre-Proposal Information (PPI) form (Attachment S-3) provided with this solicitation.

Estimated Award Date: The Government anticipates making a single award on or around 16 July 2019. Offerors must provide a period of at least 120 calendar days from the proposal due date for Government acceptance of the offer (Complete block 12 of the Standard Form (SF) 33).

2.0 INSTRUCTIONS FOR THE SUBMISSION OF OFFERS

Proposal Due Date: All copies of proposals (Volumes I & II) shall be received by the Government at the address below no later than 29 May 2019 at 2:00 pm, local time, Pearl Harbor, HI. Electronic submittal of proposals will not be accepted. Late proposals WILL NOT be considered. Partial proposals or attachments submitted late WILL NOT be considered. Offerors are advised to consult FAR 15.208 related to timely receipt of proposals.

Proposal Submission:

Proposals shall be sent to:

NAVAL SEA SYSTEMS COMMAND
Hawaii Regional Maintenance Center (HRMC)
Attn: Vivian Fukumitsu, C400
667 Safeguard Street
Pearl Harbor, HI 96860
In care of: Sheila Utz, NAVSEA 02442

Proposals Hand Carried: All proposal hand carried must be delivered by the Contractor’s representative to Will Havens, Code 400. Please call 808-368-0445 to coordinate delivery.

Offerors shall mark all submittals “DO NOT OPEN PACKAGE IN MAIL ROOM—FORWARD UNOPENED DIRECTLY TO CODE-400”. The outside of the package shall clearly indicate the Offeror’s name, the solicitation number and the contents of the package.

Offerors shall submit:

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<tr>
<th>Volume</th>
<th>Title</th>
<th>Number of Paper Originals (See Note 1)</th>
<th>Number of Paper Copies (See Notes 2 &amp; 3)</th>
<th>Number of CDs</th>
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Note 1: Originals may be shipped in the same boxes as the copies to eliminate excess shipping costs. However, originals should be separately wrapped inside the container, and clearly labeled “ORIGINAL TECHNICAL PROPOSAL” or “ORIGINAL PRICE PROPOSAL.” The exterior of each box MUST clearly indicate its contents.

Note 2: The CDs must be scanned to ensure that the files contained on them do not contain any computer viruses. The CDs shall be labeled to indicate the Offeror’s name, the solicitation number and the associated volume numbers.

Note 3: The files on the CD shall be in a format that is compatible with and capable of being opened in Microsoft Office Suite 2007 or Adobe Acrobat. The material presented in electronic format shall be identical to the paper copy of the proposal. In cases where the hard copy and the electronic copy of the proposal conflict, the electronic copy shall take precedence. All spreadsheets shall be in Microsoft Excel format such that each mathematical equation is obvious. No fields shall be password protected. If files are compressed, the necessary decompression program must be included.

3.0 GENERAL INFORMATION

Ship Checks:
The USS WEYNE E MEYER (DDG 108) will be available for a ship check prior to the proposal submission due date. Offerors, including significant subcontractors, may inspect the vessel, between 1 March 2019 - 26 April 2019, in Pearl Harbor, HI. Please note: These dates are subject to last minute change.

The USS MICHAEL MURPHY (DDG 112) will be available for a ship check prior to the proposal submission due date. Offerors, including significant subcontractors, may inspect the vessel, between 15 April 2019 - 10 May 2019, in Pearl Harbor, HI. Please note: These dates are subject to last minute change.

Participants will be subject to security, safety, and other applicable regulations established by Pearl Harbor Naval Shipyard (PHNSY) and ship’s Commanding Officers.

Specifications and associated reference documentation: The Government will provide, upon request, CD/DVDs including the Specification Package Work Items (Attachment J-1 and J-2).

Offerors may request a CD/DVD by submitting a request to:

Offerors or subcontractors may request a CD/DVD and Attachment J-3 and Attachment J-4 by contacting Sheila Utz and Zachary Tucker at Sheila.Utz1@navy.mil and zachary.m.tucker@navy.mil.

Prior to the due date for submission of proposals, the government may provide addendums and errata to the specifications and associated reference documentation. The Government intends to provide this additional data via CDs and the disks will be made available at the proposal submission address listed above in section L, paragraph 2.0.

Additional work item references not already in the possession of the offerors, commercially available, listed under 52.211-2, are available through the following websites:

https://jedmics.net/
https://webjed.nnsy.navy.mil/
https://psjed.psns.navy.mil/

Alteration of Solicitation: Offerors shall respond to the solicitation as posted. Offerors who alter the solicitation (except for completing appropriate “fill-in” blocks and certifications) may be considered non-responsive and thus ineligible for award.
Proposal Information: Offerors shall not presume the Government has knowledge outside of information provided in the proposal. Additionally, offerors are advised that statements such as: “the offeror understands”, “the offeror has a long history of outstanding support”, “standard procedures shall be used”, “well known techniques shall be employed”, or any paraphrasing of the solicitation, shall be considered inadequate to demonstrate experience, knowledge of, or compliance with solicitation requirements. Offerors are encouraged to provide specific and concise information to validate all assertions.

Amendments: The Government may revise the solicitation at any time by means of an Amendment. It is an offeror’s responsibility to ensure it is accessing the Federal Business Opportunities (FBO) website to view potential amendments and procurement notifications for this solicitation.

Teaming Arrangements: Proposals must be submitted by one (1) prime contractor. An Offeror may be listed as a subcontractor in multiple proposals but may only submit one (1) proposal as a prime contractor with a unique Commercial and Government Entity (CAGE) code and Taxpayer Identification Number. To be evaluated as a Joint Venture (JV), offerors must provide a notarized agreement (with the price proposal) delineating roles and responsibilities for all proposed work.

4.0 PROPOSAL FORMAT

To facilitate efficiency and consistency in proposal evaluation the following is mandatory. PROPOSALS WHICH DO NOT FOLLOW THIS DIRECTION MAY BE REJECTED AS NON-RESPONSIVE AND THUS INELIGIBLE FOR AWARD.

Hard Copy Proposals: All pages, except the Integrated Master Schedule, shall be double-sided on 8.5 x 11 inch paper with a one-inch margin. The text used shall be Times New Roman with a minimum font size of 12-point. Each side of the page will count as one “page”. Any type contained on graphics pages will not be smaller than 10-point font, shall be legible, and readable. Any pages that may be revised as a result of discussions (if required) shall contain revision numbers and date of the proposal revision submission. Offerors shall use the attachments provided with this solicitation for their proposal content as specified in Section 5.0 where required.

Page Limits:
- The cover letter is limited to three (3) pages.
- Non-price proposals shall be limited to ten (10) pages for the Management Capabilities Data Sheet (Attachment S-1) for Factor 1 – Management Capabilities
- There are no other page limitations.

5.0 PROPOSAL CONTENT

VOLUME I

Price Proposal: The price proposal shall not contain non-price factor information. The price proposal shall be comprised of the following documentation:
- Cover Letter,
- Signed SF 33 with all amendments acknowledged,
- Small Business Subcontracting plan per FAR Part 19 (large businesses only),
- Any Joint Venture / teaming agreements (if applicable),
- Completed Section B carrying forward information from the Pricing Workbook (Attachment J-4), and
- Pricing Workbook Spreadsheet (Attachment J-4) containing:
  1. Work Item Pricing,
  2. Daily Extension Rates
  3. Government Furnished Property Differential, if applicable
  4. Government Furnished Property Differential Reduction for Days Completed Early
  5. Value Adjusted Total Evaluated Price (VATEP) Schedule Acceleration,
6. Fully Burdened Ship Repair Labor Rate & Material Burden Rates for New Work and Growth Reservation CLINs

   g. Attachments J-3 Execution Milestones and Key Event Dates
   h. Completed Attachment S-7, Proposal Assessment Sheet. To be responsive, offerors should rely on the solicitation Sections L and M as this may not be a comprehensive list.

Cover Letter: The cover letter, which shall not exceed three (3) pages, shall meet all the requirements of the “first page of the proposal” outlined in FAR 52.215-1(c)(2)(i-v). In addition to those requirements, the offeror shall include the following in the cover letter:

a. Identification of all enclosures included with the proposal,
b. CAGE and Data Universal Numbering System (DUNS) numbers for the Prime contractor,
c. Notice of any alterations to the solicitation, such as “fill-in” blocks and certifications,
d. Notice of any alterations to the solicitation (except for completing appropriate “fill-in” blocks and certifications).
e. Name, address, and telephone number of each proposed first-tier subcontractor with a proposed subcontract estimated at $10 million or more.
f. For any WI with a total dollar value of zero dollars proposed in Attachment J-4, provide an explanation as to why. In addition to, if applicable:

   1. For any WI with a total value of zero labor hours proposed (prime and subcontractor combined) (although material is proposed), provide an explanation as to why.
   2. For any WI with a total dollar value of zero material proposed (prime and subcontractor combined) (although labor is proposed), provide an explanation as to why.

Standard Form 33 (SF 33): As part of the price proposal package, the offeror shall submit the completed SF 33 with blocks 12 through 18 completed, as well as all sections with applicable “fill-ins” filled in and shall acknowledge all amendments. The representative who signs this form must be authorized to contractually bind the company providing the offer. Section B CLIN pricing must also be completed for ALL APPLICABLE CLINs. The Offeror shall complete and provide all Representations, Certifications, and Other Statements included in Section K of the solicitation. Submission of a signed offer to the Government constitutes agreement and acceptance of the terms and conditions of the solicitation in a FFP contracting environment.

Subcontracting Plan: A subcontracting plan is NOT REQUIRED from a small business concern.

   a. Provide rationale for any proposed goals that are lower than the statutory requirements identified at https://www.sba.gov/contracting/contracting-officials/goaling.
   b. Address FAR 52.219-9 and all of the subparagraphs in FAR 52.219-9(d): subparagraphs (12), (13), (14) and (15).

Completed Section B and Pricing Workbook (Attachment J-4): Offerors must propose on all applicable contract line items (CLINs), complete Note B “SCHEDULE OF PRICES / RATES: SHIP REPAIR LABOR RATE (FULLY BURDENED),” complete Note E “SCHEDULE OF PRICES / RATES: DAILY RATES FOR PIERSIDE AND DRY-DOCKING (FULLY BURDENED),” and complete the Pricing Workbook Spreadsheet (Attachment J-4) to be considered responsive.

The contractor must submit pricing for the Pricing Workbook Spreadsheet (Attachment J-4) containing Work Item Pricing, Daily Extension Rates, Shipyard Differential (if applicable), Shipyard Differential Reduction for Days Completed Early, Value Adjusted Total Evaluated Price (VATEP) for Days Completed Early, Fully Burdened Ship Repair Labor Rate & Material Burden Rate for Growth and New Work in Microsoft Excel in the format provided in this solicitation. The breakdown of CLIN prices, corresponding to the work item pricing, must add up to the total of each CLIN. If there is a discrepancy between the two, the CLIN price shall govern. The Labor & Material Burden Rates must match the rates provided in the Section B Note entitled “SCHEDULE OF PRICES / RATES: SHIP REPAIR LABOR RATE (FULLY BURDENED)” The Daily Burden Rates must match the rates provided in the
Section B Note entitled “SCHEDULE OF PRICES / RATES: DAILY RATES FOR PIER SIDE AND DRY-DOCKING (FULLY BURDENED)”. If there is a discrepancy between the two, the Section B Note rates shall govern.

For Attachment J-4, offerors are to insert pricing in all yellow shaded fields.

Completed Schedule Milestones (Attachment J-3): The contractor must submit a complete DDG 112 FY20 SRA Schedule Milestones (Attachment J-3) containing Execution Milestones.

Government Furnished Property Differential

A Government Furnished Property Differential shall be proposed for offerors that plan to perform the proposed work for USS MICHAEL MURPHY (DDG 112) using Government Furnished Property provided under the MSMO contract. The differential reflects the estimated value of the real estate and electricity provided for facilities provided under the MSMO contract and used in execution of the USS MICHAEL MURPHY (DDG 112) FY19 SRA. The following chart provides the values to be included in the MSMO contractor’s price proposal to determine that offeror’s total evaluated price.

Government Furnished Property Differential

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<td>$344,843</td>
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Value Adjusted Total Evaluated Price (VATEP) Schedule Acceleration

The Navy would obtain additional value, in terms of additional Operational Availability, should the availability complete before its no-later-than completion date. Therefore, the Navy has included a VATEP price adjustment to incorporate this additional value into its price evaluation. The VATEP will be used to adjust offeror’s Total Evaluated Price in accordance with attachment S-6.

VOLUME II

Non-Price Proposal: The non-price proposal shall be comprised of two factors, Factor 1 – Management Capabilities, Factor 2 – Resource Capacity as follows:

Factor 1 - Management Capabilities: In response to Factor 1, Offerors shall provide:

A. The Offeror’s Master Ship Repair Agreement (MSRA). Offerors that hold an MSRA do not need to submit any further information in response to this factor. (Please note that offerors are not required to hold an MSRA to satisfy the requirements of Factor 1. Offerors that do not hold an MSRA must submit the information requested in paragraph B) to demonstrate sufficient Management Capabilities.

or

B. A narrative that demonstrates the management and organizational capabilities necessary to complete the USS MICHAEL MURPHY FY20 Selected Restricted Availability. The narrative must address the following:
   a. Administration/Management Control
1. Provide an organizational chart for the offeror’s firm. The chart is to show each management, technical, engineering, and production position from the highest company level to the lowest supervisory level.

2. Describe the offeror’s program management organization to be used for this effort and how it will contribute to the planning and execution of work requirements.

3. Provide descriptions of each position listed, fully describing the duties, responsibilities, authority, and names of the individuals filling the positions.

b. Production Technical Support
   1. Describe the offeror’s engineering and design support capabilities (in-house or subcontracted). If subcontracted, describe how the subcontractor will be sufficiently integrated to allow timely technical problem diagnosis and recommendations.

c. Production Control
   1. Describe the offeror’s production organization capabilities to coordinate, control, interface, and progress work (including that of subcontractors).
   2. Describe the offeror’s scheduling organization, staffing, and softwares/business tools to be utilized and the offeror’s process to generate and integrate availability schedule in accordance with NSI 009-60
   3. Describe the offeror’s process to train and maintain qualified trades employees.

d. Material/Procurement Control
   1. Describe the offeror’s material / purchasing organization, staff and procedures.
   2. Describe the offeror’s process for maintaining status of outstanding material.
   3. Describe the offeror’s property control system for ordering, receiving, accounting, storing, handling, protecting and disposing of purchased materials. Include a description of facilities available for storage and safekeeping of material.

e. Subcontractor Control
   1. Describe the offeror’s procedures for selecting, scheduling, managing, monitoring and controlling subcontractors.

f. Quality Control/Test and Trials
   1. Describe the offeror’s Quality Assurance organization and written inspection procedures to control, monitor, and implement the Quality Management System.
   2. Describe the offeror’s welding and workmanship program.
   3. Describe the offeror’s calibration and metrology system availability.
   4. Describe the offeror’s NDT program.

g. Safety/security
   1. Describe the offeror’s safety organization, procedures, training, first aid capabilities, fire prevention and protection capabilities and security procedures.

h. Hazardous Material/Waste Control
   1. Describe the offeror’s procedures and facilities to meet the legal requirements for documentation, removal, storage, and disposal of hazardous material/waste and an appropriate state/federal agency issued hazardous waste generator number.

Proposals in response to paragraph B of Factor 1 should contain brief statements of fact rather than wordy, generalized narratives. Each single side of a piece of paper shall be counted as one page toward the Factor’s 10-page limit, with the exception of the following items:

a) The first page of the Proposal, which shall consist of a single title page containing only the following basic information: volume number and Factor name; the solicitation number; the name of the contract; Offeror’s name; the full name and address designation of the soliciting Regional Maintenance Center; and the
Offeror’s position regarding disclosure of proposal data. No pages placed before this title page will be evaluated.

b) The table of contents for the Factor, which shall immediately follow the title page described in item (a) above.

c) Any pages in the proposal used solely for the purpose for separating sections of the proposal, or as tabs.

d) Up to five pages of exhibits. Each single side of a piece of paper in excess of the five-page allowance for exhibits will count as one page towards the 10-page limit for this factor. Exhibits are restricted to standard 8-1/2”×11” paper, with judicious use of 11”×17” paper Z folded to 8-1/2”×11” size for items such as organizational charts are permitted as necessary. Exhibits must not contain any text other than simple explanations pertinent to the exhibit. Any type contained on graphic page shall not be smaller than 10 point font.

**Factor 2 – Resource Capacity:**

Factor 2 – Resource Capacity: Offerors shall provide:

A. Provide Integrated Production Schedule (IPS) documentation for the proposed Availability inclusive of the “Initial IPS” elements of NAVSEA Standard Item 009-60. Offerors shall provide the documentation in accordance with format requirements of FY20 NAVSEA Standard Item 009-60. The offeror shall provide the Initial IPS in the electronic formats required by FY20 009-60 and in paper (hard copy) format. The hard copy of the Gantt charts shall be provided on 11” x 17” inch paper.

Offerors shall integrate all work included in the Work Package. However, for the purposes of proposal submission only, the Initial IPS does not require incorporation of Alteration Installation Team (AIT) schedules, Government-Contracted Third Party Maintenance Provider schedules, Ship's Force schedules, Commercial Industrial Services (CIS) schedules, Fleet Maintenance Activity (FMA) schedules and Navy Intermediate-Level schedules.

B. The Offeror shall provide three (3) Manpower Curves (Total) in accordance with NSI 009-60 which graphically delineate the resources tied to each individual ship availability in men-per-day. A curve shall be provided for each of the following and reflect the full Availability period of performance:

   a) The manpower curve (total) associated with the NSI 009-60 Initial IPS for the proposed Availability. This chart shall show the total manpower resources currently employed by the offeror and expected to be employed by the Offeror.

   b) The total manpower resources required to complete this proposed Availability plus work the Offeror currently has under contract during the Availability period of performance. This shall be represented by multiple stacked curves each representing an individual Availability. Each ship Availability shall be labeled by hull number. This chart shall show the total manpower resources currently employed by the offeror and expected to be employed by the Offeror.

   c) The total manpower resources required to complete this proposed Availability plus work the Offeror currently has under contract during the Availability period of performance, plus work the Offeror may complete, including the resources to complete ALL outstanding proposals and the resources required to complete any other anticipated requirements during the Availability period of performance. This shall be represented by multiple stacked curves each representing an individual Availability. Each ship Availability shall be labeled by hull number. This chart shall show the total manpower resources currently employed by the Offeror and expected to be employed by the Offeror.

C. The Offeror shall provide Manpower Curves (Trade) in accordance with NSI 009-60 which graphically delineate the resources tied to each trade in men-per-day. The following trades shall be reflected in each curve: ship fitter, welder, inside machinist, outside machinist, electrician, pipe fitter, sheet metal, painter, carpenter, rigger, labor, other. Curve(s) shall be provided for each of the following and reflect the full Availability period of performance:
a) The manpower curve (trade) associated with the NSI 009-60 Initial IPS for the proposed Availability. Offeror shall include a data table providing the numerical data by trade that populates this curve.

b) The trade manpower resources required to complete this proposed Availability plus work the Offeror currently has under contract during the Availability period of performance. This shall be represented by multiple stacked curves each representing an individual trade. Each trade shall be labeled. Offeror shall include a data table providing the numerical data by trade that populates this curve.

c) The trade manpower resources required to complete this proposed Availability plus work the Offeror currently has under contract during the Availability period of performance, plus work the Offeror may complete, including the resources to complete ALL outstanding proposals and the resources required to complete any other anticipated requirements during the Availability period of performance. This shall be represented by multiple stacked curves each representing an individual trade. Each trade shall be labeled. Offeror shall include a data table providing the numerical data by trade that populates this curve.

d) Chart showing the available trade manpower resources currently employed by the Offeror and expected to be employed by the Offeror during the Availability period of performance. This shall be represented by multiple stacked curves each representing an individual trade. Each trade shall be labeled. Offeror shall include a data table providing the numerical data by trade that populates this curve.

D. The offeror shall provide a narrative corresponding to the curves (total) and (trade), provided in response to Factor 2, requirement B and C. This narrative shall outline how the Offeror will achieve proposed manning levels via overtime, additional hiring actions, or the utilization of subcontractors. The narrative will outline the state of the offeror's current workforce in relationship to the proposed Availability, and shall ensure the following areas are addressed:

a) Should the offeror propose to utilize overtime, the offeror shall include in their narrative a plan to manage and provide the overtime associated with the proposed Availability. Should the offeror not propose to utilize overtime, the offeror shall state, "The offeror proposes no overtime associated with this Availability."

b) Should the offeror propose to hire additional personnel, the offeror shall include in their narrative a plan to manage and provide the additional personnel associated with Availabilities included in the proposed Availability. Should the offeror not proposed to hire additional personnel, the offeror shall state, "The offeror proposes no hiring of additional personnel for this Availability."

c) Should the offeror propose to utilize subcontracted resources, the offeror shall include in their narrative an explanation of the requirement that will be completed by the prime and the work that will be subcontracted, including the work item, trade and period of performance for each subcontract requirement. Furthermore, the offeror shall include in their narrative a plan to manage the subcontractor manning levels included in the proposed Availability. Should the offeror not propose to utilize subcontracted resources, the offeror shall state, "The offeror proposes no subcontracted resources for this Availability."

d) The Offeror's plan to resolve manpower resource conflicts as a result of the award of other outstanding proposals.

E. Provide a completed Manpower Utilization Data Sheet (Attachment S-1)

There is no page limit associated with this Factor.
CLAUSES INCORPORATED BY REFERENCE

52.204-6  Unique Entity Identifier  OCT 2016
52.204-7  System for Award Management  OCT 2018
52.204-16  Commercial and Government Entity Code Reporting  JUL 2016
52.204-17  Ownership or Control of Offeror  JUL 2016
52.207-1  Notice Of Standard Competition  MAY 2006
52.215-1  Instructions to Offerors--Competitive Acquisition  JAN 2017
52.222-24  Preaward On-Site Equal Opportunity Compliance Evaluation  FEB 1999
252.204-7004 Alt A  System for Award Management Alternate A  FEB 2014
252.215-7008  Only One Offer  OCT 2013
252.225-7003  Report of Intended Performance Outside the United States and Canada--Submission with Offer  OCT 2015
252.246-7006  Warranty Tracking of Serialized Items  MAR 2016

CLAUSES INCORPORATED BY FULL TEXT

52.211-2  AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (APR 2014)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST (https://assist.dla.mil/online/start/);

(2) Quick Search (http://quicksearch.dla.mil/);

(3) ASSISTdocs.com (http://assistdocs.com).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(1) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-14  NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be DX rated order; X DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations
System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Steven Galer, SEA 024
Naval Sea Systems Command
1333 Isaac Hull Avenue SE
Washington, DC 20376

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.acquisition.gov/far or http://farsite.hill.af.mil

(End of provision)

252.211-7001 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS (MAY 2006)

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:
Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of Provision)

HQ L-2-0005 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to Program Office PMS 407, those organizations listed by the CLINs in Section B (e.g., SPAWAR, NAVAIR), the DDG 51 Class Planning Yard, and DDG / CG Third Party Planner, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.
HQ L-2-0009 SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

HQ L-2-0010 SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors should provide the information required by DFARS 252.211-7005, paragraph (c).

HQ L-2-0013 SPECIAL PROPOSAL RECEIPT REQUIREMENTS (NAVSEA) (APR 2015)

(a) NAVSEA HQ is located at the Washington Navy Yard (WNY) where access is strictly limited in accordance with Naval District Washington (NDW) security regulations. It is recommended that proposals be mailed in accordance with RFP instructions. In the event you prefer to hand carry your proposal, ensure adequate time has been allowed by your representative to accommodate the additional security procedures. Detention at a NDW gate or failure to adhere to the procedures provided herein will not be considered an exception to timely proposal delivery as addressed in FAR 52.215-1, Instructions to Offerors – Competitive Acquisitions.

(b) Offerors hand carrying proposals shall call the contracting officer or contract specialist at least 48 hours prior to arriving at the WNY to make arrangements. Offerors with proper credentials (CAC) can enter the WNY via the Isaac Hull Gate off M Street SE; other offerors must go to the O Street Gate, WNY Pass Office, where they will need to be sponsored onto the installation by a Government representative of the contracting officer. Vehicles entering NDW are subject to random searches. Packages should not be sealed as they are subject to inspection. Classified material shall be prepared in accordance with current security requirements. The contracting officer or contract specialist may receive the proposal and provide the offeror a receipt with the time and date of delivery.

(c) All offerors shall mark each RFP package with the name of the contracting officer and the contract specialist, their codes and phone numbers. In the event you have not been provided with this information contact the person listed in block 5 of the SF 26 or block 7 of the SF 33.

HQ L-2-0014 NOTIFICATION OF 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.

RMC L-2-0010   GOVERNMENT PROPERTY IN POSSESSION OF OFFERORS

(a) This solicitation does not authorize the use, in performing the work under this solicitation, of any Government property except those items, if any, of Government furnished property specified in Section J. If the offeror or any anticipated subcontractor requires the use, in performing the work proposed under this solicitation, of any other items if Government property in their possession or otherwise, under a facilities contract or other agreement independent of this solicitation, then the offeror shall so state by submitting the following with the offer:

(1) A list of description of all Government property in possession of the offeror and his anticipated subcontractors proposed to be used in a rent-free basis under this contract, which property is accountable under other contracts.

(2) Identification of the facilities contract or other instrument under which the property is held, and the written permission of the Contracting Officer having cognizance of the property for use of that property.

(3) The months during which such property is to be available for use, which shall include the first, last, and all intervening months, and with respect to any such property which is to be used concurrently in performance of two or more contracts, the amounts of the respective uses in sufficient detail to support the pro-ration required by FAR 45.205, and

(4) The amount of rent, which would be charged for such use, computed in accordance with FAR 45.4, Contractor Use and Rental of Government Property.
Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD

1.0 GENERAL

The Government intends to award a single Firm Fixed-Price contract to the offeror whose proposal represents the Best Value to the Government after evaluation in accordance with the evaluation factors below. The USS MICHAEL MURPHY (DDG 112) FY20 SRA shall be competed within the Pearl Harbor, Hawaii homeport.

Offerors are advised that the Government intends to make award on the basis of initial proposals without conducting discussions with Offerors, but reserves the right to conduct discussions if determined by the Contracting Officer to be necessary (see paragraph (f)(4) of FAR 52.215-1). Therefore, each initial offer should contain the Offeror’s best terms from a price and technical standpoint. Statements and representations made in the Offeror’s proposal may be subject to verification by other sources or through an onsite survey by Navy evaluators.

Offerors are advised that the Government will not evaluate any proposal information not contained within the body of the proposal. Letters of transmittal and/or cover letters that forward the proposal to the Government are not considered part of the body of the proposal.

2.0 BASIS OF AWARD

The Government will make a source selection using the Value Adjusted Total Evaluated Price Trade-off (VATEP) approach. Award shall be made to the technically acceptable offeror, who is deemed responsible in accordance with FAR 9.104, who offers the lowest evaluated price proposal.

In order to make a Best Value determination, the Government will evaluate the two (2) non-price factors for acceptability and the offeror’s total evaluated price as described in FAR 15.404 and below. The factors are:

Non-Price Factors
Factor 1: Management Capabilities
Factor 2: Resource Capacity

Price Factor
Factor 3: Price

2.1 EVALUATION FACTORS

Factor 1 – Management Capabilities:

The objective of this factor is to gauge whether the offeror is a ship repair company with the management and organizational capabilities necessary to complete the maintenance, modernization and repair work packages on the USS MICHAEL MURPHY FY20 Selected Restricted Availability.

In order to be found acceptable for this factor, the offeror shall:

A. Provide a copy of the offeror's current Master Ship Repair Agreement or MSRA number, or

B. Comply with Section L, Factor 1, B. The Government will evaluate the narrative provided to ensure the following:

   a. Administration/Management Control – A detailed and substantiated narrative is provided that demonstrates:
1. Established organization with clear lines of authority and delegation of responsibility from high to low-level managerial positions with emphasis on mid-level managerial positions being in place.
2. Defined managerial responsibilities for production, quality assurance, material procurement/control and subcontractor control.

b. **Production Technical Support** - A detailed and substantiated narrative is provided that demonstrates:
   1. Engineering and design support capabilities (in-house or subcontracted) with sufficient capability to diagnose and evaluate technical problems and issues and to make competent technical recommendations to the Navy for final approval when necessary and appropriate.

c. **Production Control** - A detailed and substantiated narrative is provided that demonstrates:
   1. Possession of a production organization, with the ability to control production efforts and integration of other key functions with production, including planning, estimating and scheduling
   2. Established use of scheduling techniques and methods of progressing.
   3. Training available to ensure highly competent trades employees.

d. **Material/Procurement Control** - A detailed and substantiated narrative is provided that demonstrates:
   1. Possession of a material purchasing department with staff.
   2. Procedures for planning, control of material (purchasing, monitoring, receipt, inspection, segregation, issuance, nonconformance, disposition and disposal).
   5. Access to warehouse space.

e. **Subcontractor Control** - A detailed and substantiated narrative is provided that demonstrates:
   1. Procedures for selecting, scheduling, managing, monitoring and controlling subcontractors.

f. **Quality Control/Test and Trials** - A detailed and substantiated narrative is provided that demonstrates:
   1. Possession of a quality control organization/department/staff with written Quality assurance procedures/manual
   2. Possession of Welding procedures and welders' qualifications.
   3. Calibration and metrology system availability.

g. **Safety/security** - A detailed and substantiated narrative is provided that demonstrates:
   1. Possession of a Safety Organization with written Safety manual/procedures
   2. Safety training.
   3. First-aid capabilities or medical services capability.
   5. Physical yard security/security procedures.

h. **Hazardous Material/Waste Control** - A detailed and substantiated narrative is provided that demonstrates:
   1. Environmental Organization/Manager or Engineer.
   2. Proper procedures and facilities to meet the legal requirements for removal, storage and disposal of hazardous waste.
3. Segregated storage capabilities.
4. Documentation of licensed subcontractors responsible for control of hazardous waste removal, storage and disposal.
5. Appropriate state/federal agency issued hazardous waste generator number.
6. Disposal records which indicate type of material, date and place of disposal.

For any element that is subcontracted, the contractor shall show access to a company capable of providing that support and provide the narrative information required for that element.

**Factor 2 –Resource Capacity:**

The objective of this factor is to evaluate the offeror’s understanding of the requirement and demonstrate it has the resources, facilities and capabilities to support the requirement.

In order to be found acceptable for this factor, the offeror shall:

A. Comply with Section L, Factor 2, A. The Government will evaluate the NSI 009-60 IPS to ensure the following:

   a) Work items are the same as in the applicable Pricing Workbook attachment,
   b) Understanding of scope and integration of the work items in the applicable Pricing Workbook attachment,
   c) The milestones and key events in the applicable Execution Milestones & Key Events attachment are included,
   d) The Execution Milestones and Key Events dates are the same as in the applicable Execution Milestones & Key Events attachment,
   e) The critical path is identified and follows a logical sequence.

B) Comply with Section L, Factor 2, B. The Government will evaluate the manpower curves provided to ensure the following:

   a) The curves represent the full Availability period of performance,
   b) All applicable hull numbers are labeled properly,
   c) All currently awarded work and all outstanding proposals, in accordance with Attachment S-1, are included,
   d) Each chart shows total manpower ceiling
   e) Consistency of manning values provided across all curves (for both Factor 2, B and Factor 2, C)

C) Comply with Section L, Factor 2, C. The Government will evaluate the manpower curves provided to ensure the following:

   a) The curves represent the full Availability period of performance,
   b) All applicable trades are labeled properly,
   c) All currently awarded work and all outstanding proposals, in accordance with Attachment S-1, are included,
   d) Consistency of manning values provided across all curves (for both Factor 2, B and Factor 2, C)
   e) Ensure all trades, as outlined in Section L, Factor 2, C are included

D) Comply with Section L, Factor 2, D. The Government will evaluate the narrative provided to ensure the following:

   a) Ensure the information in the narrative corresponds with the curves provided in response to Section L, Factor 2, B and Section L, Factor 2, C.
   b) A narrative is provided regarding utilization of overtime that is detailed and substantiated.
   c) A narrative is provided regarding hiring additional personnel that is detailed and substantiated
   d) A narrative is provided regarding utilization of subcontractors that is detailed and substantiated
E) Provide Attachment S-1 that complies with Section L, Factor 2, E.

### Ratings

#### 2.2 EVALUATION FACTOR RATINGS

The ratings will be based on what is contained in or referenced in the proposal, not on information obtained from other sources. The ratings are as follows:

#### Factor 1 & 2

For Factors 1 & 2, the adjectival rating reflects whether the information submitted in response to Factors 1 & 2 meet or do not meet the minimum requirements through an assessment of the proposal. The evaluation will identify any deficiencies in offeror’s proposals. Adjectival ratings for Factors 1 & 2 are as follows:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acceptable</td>
<td>Proposal clearly meets the minimum requirements of the solicitation.</td>
</tr>
<tr>
<td>Unacceptable</td>
<td>Proposal does not clearly meet the minimum requirements of the solicitation.</td>
</tr>
</tbody>
</table>

#### Factor 3 - Price

The Government will analyze price proposals in accordance with FAR 15.404 using the information contained in each Pricing Workbook (Attachment J-4). Although award will be made based on an offeror’s total price, a price proposal that is found unreasonable and/or unbalanced may be rejected. Reasonableness will be determined based on proposals submitted in accordance with FAR 15.404. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. The Government may reject an offer if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government. The Government will review the offeror’s CLIN and Work Item prices for the USS MICHAEL MURPHY (DDG 51 112) SRA to identify any significant disparities that may indicate a lack of understanding of contract requirements.

Total evaluated price shall be calculated by adding:

- The price of the basic contract line item numbers (CLIN) (this amount shall match the total price of all work items),
- The price of all option CLINs
- The price of all Growth CLINs (Base and Option),
- The evaluated price of the Extension Day Rates and Fully Burdened Ship Repair Labor and Material Burden rates for New Work,
- If applicable, the Value Adjusted Trade Off schedule adjustment (as identified in Section L), and
- As applicable, the value of the Government Furnished Property differential (as identified in Section L of this solicitation)

Evaluated Price for Growth Reservation CLINs, Extension day CLINs, Fully Burdened Ship Repair Labor Rates & Material Burden Rates, and New Work shall be calculated in the following manner:

**Growth Reservation CLINs (Base and Option)**

1. Multiply the proposed fully burdened ship repair labor rate by the number of hours associated with the specific Growth Reservation CLIN in each availability’s Pricing Workbook (Attachment J-4) to yield the total labor price for that CLIN.
2. Multiply the material burden rate proposed by the dollar value of material associated with the specific Growth Reservation CLIN in each availability’s Pricing Workbook (Attachment J-4) to yield the burdened material price for that CLIN.
3. The Pricing Workbook (Attachment J-4) will add the sum of labor hour and material dollar price to find the total price for each Growth Reservation CLIN.

Extension Day CLIN(s) Price
1. Multiply the proposed daily rate by the number of days associated with that rate (for each extension type included in Attachment J-4) to yield the evaluated price for that daily extension type.
2. Attachment J-4 will add the sum of daily extension price types to find the total price for Evaluated Extension Days.

New Work Evaluated Price
1. Multiply the proposed fully burdened ship repair labor rate by the number of hours associated with the specific New Work labor hours in each availability’s Pricing Workbook (Attachment J-4) to yield the total labor price for New Work.
2. Multiply the material burden rate proposed by the dollar value of material dollars associated with New Work in each Availability’s Pricing Workbook (Attachment J-4) to yield the burdened material price for New Work.
3. The Pricing Workbook (Attachment J-4) will add the sum of labor hour and material dollar price to find the Evaluated Labor and Material Burden Rate New Work Price.

Offerors are advised that the number of Extension days as well as the number of labor hours and the material dollar value for the Labor and Material Burden New Work Rates are for evaluation purposes only.

Government Furnished Property Differential

A Government Furnished Property Differential, must be included in offers using Government Furnished Property provided under the MSMO contract. The differential reflects the estimated value of the real estate and electricity provided for facilities provided under the MSMO contract and used in execution of the USS MICHAEL MURPHY (DDG 112) FY19 SRA. The differential tables in Section L provide the values to be included in offerors’ price proposals to determine the offeror’s total evaluated price. Additionally, the Navy has included a Differential Reduction for “Days Completed Early” as proposed in Attachment J-3.

Value Adjusted Total Evaluated Price (VATEP) Schedule Acceleration

The Navy would obtain additional value, in terms of additional Operational Availability, should the availability complete before its no-later-than completion date. Therefore, the Navy has included a VATEP price adjustment to incorporate this additional value into its price evaluation. The VATEP will be used to adjust offeror’s Total Evaluated Price in accordance with attachment S-6.

Subcontracting Plan – The plan will be evaluated in accordance with FAR clause 19.704 and must meet all of the criteria to be considered Acceptable.

CLauses Incorporated by Reference

52.217-4 Evaluation Of Options Exercised At The Time Of Contract Award JUN 1988
52.217-5 Evaluation Of Options JUL 1990

Clauses Incorporated by Full Text
Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

(a) Each offeror’s past performance shall be evaluated in accordance with FAR 13.106-2 or 15.305(a)(2), as applicable. The Department of Defense (DOD) has authorized use of PPIRS-SR for use by DOD activities during the acquisition of supplies and services. For purposes of this solicitation, contractor past performance will be based on data from PPIRS-SR. The offeror’s quality and delivery classifications from PPIRS-SR will be used in conjunction with the offeror’s references, the criteria in FAR 13.106-2 or 15.305(a)(2), as applicable, and other provisions of this solicitation.

(b) The purpose of PPIRS-SR is to provide source selection officials with quantifiable past performance information regarding delivery and quality. This information is collected from existing DOD reporting systems during the source selection process.

(c) Quality: PPIRS-SR collects quantifiable quality data from existing systems and uses that data to classify supplier performance by Federal Supply code or Federal Services Code (FSA group). Based on comparisons among suppliers in a specific FSC group, PPIRS-SR sorts suppliers into color ratings representing the supplier’s overall quality performance based on the following indices:

<table>
<thead>
<tr>
<th>Color</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dark Blue</td>
<td>Top 5% of suppliers in FSC group</td>
</tr>
<tr>
<td>Purple</td>
<td>Next 10% of suppliers in FSC group</td>
</tr>
<tr>
<td>Green</td>
<td>Next 70% of suppliers in FSC group</td>
</tr>
<tr>
<td>Yellow</td>
<td>Next 10% of suppliers in FSC group</td>
</tr>
<tr>
<td>Red</td>
<td>Bottom 5% of suppliers in FSC group</td>
</tr>
</tbody>
</table>

(Note: if all supplier ratings for a specific FSC group are equal, all suppliers with that group will be classified green. Suppliers with no history in PPIRS-SR will be displayed without a rating and, for evaluation, receive a neutral rating.)

(d) Delivery: supplier deliver past performance is classified in PPIRS-SR by the suppliers percentage of on-time deliveries. On-time deliveries are calculated using the number of line items delivered and a weighting factor reflecting the length of time a delivery was overdue.

(e) PPIRS-SR classifications are determined monthly for each supplier and can be reviewed at [http://www.ppirs.gov/](http://www.ppirs.gov/).