

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A3		PAGE OF PAGES 1 183			
2. CONTRACT NO.		3. SOLICITATION NO. N0002422R4403		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 14 Jun 2022		6. REQUISITION/PURCHASE NO. N0002422FR62115			
7. ISSUED BY NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD, DC 20376-2030 CODE N00024 TEL: FAX:				8. ADDRESS OFFER TO (If other than Item 7) See Item 7 CODE TEL: FAX:							
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and _____ 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 _____ local time _____ (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME DEREK S SHIRLEY		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (202)781-3932				C. E-MAIL ADDRESS derekshirley@navy.mil			
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE			
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: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			

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

Section B - Supplies or Services and Prices

ITEM NO CLIN Number 0001	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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RESERVED
FFP
RESERVED
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO CLIN Number 0002	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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RESERVED
FFP
RESERVED
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN					
Number					
0003					

CDRL CLIN

FFP

The Contractor shall provide all labor, materials, facilities, supervision and equipment to meet the requirements outlined in Section C – Statement of Work, paragraph 10. All work shall be completed in accordance with all applicable local, State, Federal and Navy rules and regulations; whether they are explicitly written/referenced in this SF33 or not.

FOB: Destination

PURCHASE REQUEST NUMBER: N0002422FR62115

PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Lot		
Number					
0004					

TYCOM Base (1B4B)

FFP

PREPARE FOR AND ACCOMPLISH REPAIR AND ALTERATIONS
ONBOARD USS TRIPOLI (LHA 7) DURING FY23 SELECTED RESTRICTED
AVAILABILITY (SRA) (Non-prorated WIs – See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A, B, and D - F

FOB: Destination

PURCHASE REQUEST NUMBER: N0002422FR62115

PSC CD: J999

NET AMT

ITEM NO CLIN Number 0005	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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PMS 407 Base (OMN)

FFP

PREPARE FOR AND ACCOMPLISH REPAIR AND ALTERATIONS
ONBOARD USS TRIPOLI (LHA 7) DURING FY23 SELECTED RESTRICTED
AVAILABILITY (SRA) (Non-prorated WIs – See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A, B, and D - F

FOB: Destination

PURCHASE REQUEST NUMBER: N0002422FR62115

PSC CD: J999

NET AMT

ITEM NO CLIN Number 0006	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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PMS 407 Base (OPN)

FFP

PREPARE FOR AND ACCOMPLISH REPAIR AND ALTERATIONS
ONBOARD USS TRIPOLI (LHA 7) DURING FY23 SELECTED RESTRICTED
AVAILABILITY (SRA) (Non-prorated WIs – See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A, B, and D - F

FOB: Destination

PURCHASE REQUEST NUMBER: N0002422FR62115

PSC CD: J999

NET AMT

ITEM NO CLIN Number 0007	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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Temporary Services: provide

FFP

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A, B, and D - F

FOB: Destination

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PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0008		1	Lot		

OPTION TYCOM (1B4B) BARGE - MESSING & BERTHING
FFP
Messing and Berthing Barge Long Distance Tow Service; provide (OPTION
ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0009		1	Lot		

OPTION ShipAlt LHA6-79686K, CIWS BLK 1B
FFP
ShipAlt LHA6-79686K, CIWS BLK 1B Next Generation System Interface,
Alteration Installation Team (AIT) Support Service; provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0010		1	Lot		

OPTION ShipAlt LHA6-83463K, AF27T-12 HCTS, AIT
FFP
ShipAlt LHA6-83463K, AF27T-12 HCTS, Alteration Installation Team (AIT)
Support Service; provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0011		1	Lot		

OPTION ShipAlt LHA6-89213K, DBR/IW/MUOS AIT
FFP
ShipAlt LHA6-89213K, Digital Modular Radio (DMR) Integrated Waveform (IW)
and Mobile User Objective System (MUOS), Alteration Installation Team (AIT)
Support Service; provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0012		1	Lot		

OPTION ShipAlt LHA6-92014K, ICOP USMC AIT
FFP
ShipAlt LHA6-92014K, Intelligence Carry-On Program (ICOP) Full Infrastructure
United States Marine Corp. (USMC) Transmit, Alteration Installation Team (AIT)
Support Service; provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0013		1	Lot		

OPTION ShipAlt LHA6-93698K, ELPRS Tri Band AIT
FFP
ShipAlt LHA6-93698K, Enhanced Position Location Reporting System (EPLRS)
Tri-Band Antenna Modification, Alteration Installation Team (AIT) Support
Service; provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0014		1	Lot		

OPTION ShipAlt LHA6-93698K, EMUT MUOS AIT
FFP
ShipAlt LHA6-94058K, Enhanced Manpack UHF Terminal (EMUT) Mobile User
Objective System (MUOS) Replacement Antenna, Alteration Installation Team
(AIT) Support Service; provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0015		1	Lot		

OPTION ShipAlt LHA6-89501K, MK 38 MGS AIT
FFP
ShipAlt LHA6-89501K, MK 38 Modification 3 25MM Machine Gun System
(MGS), Alteration Installation Team (AIT) Support Service; provide (OPTION
ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0016		1	Lot		

OPTION ShipAlt LHA6-94296K, CANES AIT
FFP
ShipAlt LHA6-94296K, Consolidated Afloat Networks and Enterprise Services
(CANES)HW2 Tech Refresh, Alteration Installation Team (AIT) Support Service;
provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0017		1	Lot		

OPTION FC LHA6-81023K, R3 AN/URN-32 TACAN AIT
FFP
Field Change LHA6-81023K, R3 AN/URN-32 TACAN Upgrade, Alteration
Installation Team (AIT) Support Service; provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0018		1	Lot		

OPTION ShipAlt LHA6-96485K, DCGSN HW AIT
FFP
ShipAlt LHA6-96485K, DCGSN HW Install Genser CS HW2, Alteration
Installation Team (AIT) Support Service; provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0019		1	Lot		

OPTION ShipAlt LHA6-95520K & 95532K ECASS/RF AIT
FFP
ShipAlt LHA6-95520K and 95532K, Electronic Consolidated Automated Support
System (ECASS) Radio Frequency (RF)-A and (RF)-B, Alteration Installation
Team (AIT) Support Service; provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0020		1	Lot		

OPTION ShipAlt LHA6-95971K, AADS PHIBRON OP AIT
FFP
ShipAlt LHA6-95971K, Amphibious Assault Direction System (AADS)
PHIBRON OP, Alteration Installation Team (AIT) Support Service; provide
(OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) as
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detailed data as included in Attachments J-1 and J-2.

See Notes A - F

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0021		1	Lot		

OPTION ShipAlt LHA6-95267K, Moriah AAS AIT
FFP
ShipAlt LHA6-95267K, Moriah Aviation Land and Launch Enclave (AAS),
Alteration Installation Team (AIT) Support Service; provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) as
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FOB: Destination
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0022		1	Lot		

OPTION ShipAlt LHA6-93780K, AN/SPN-50(V)1 AIT
FFP

ShipAlt LHA6-93780K, AN/SPN-50(V)1 Replacement for AN/SPN-43C,
Alteration Installation Team (AIT) Support Service; provide

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

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FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0023		1	Lot		

OPTION ShipAlt LHA6-86222K, NGF AIT
FFP
ShipAlt LHA6-86222K, Next Generation Fathometer (NGF) Backfit Phase I,
Alteration Installation Team (AIT) Support Service; provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
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items, work item specification package drawings, test procedures, and other
detailed data as included in Attachments J-1 and J-2.

See Notes A - F

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0024		1	Lot		

OPTION ShipAlt LHA6-86950K, S-IBS Tech Refr AIT
FFP
ShipAlt LHA6-86950K, S-IBS Tech Refresh Upgrade (LH), Alteration Installation
Team (AIT) Support Service; provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0025		1	Lot		

OPTION ShipAlt LHA6-93155K, OE-4691(V)1/URN Ant
FFP
ShipAlt LHA6-93155K, OE-4691(V)1/URN Antenna Group, Alteration
Installation Team (AIT) Support Service; provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0026		1	Lot		

OPTION ShipAlt LHA6-93785K, TPX-424(V) AIT
FFP
ShipAlt LHA6-93785K, TPX-424(V) Upgrade to SY-1 Hardware, Alteration
Installation Team (AIT) Support Service; provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0027		1	Lot		

OPTION ShipAlt LHA6-97202K, AADS CANES AIT
FFP
ShipAlt LHA6-97202K, Amphibious Assault Direction System (AADS)
Consolidated Afloat and Enterprise Service (CANES) VDS Connectivity,
Alteration Installation Team (AIT) Support Service; provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0028		1	Lot		

OPTION ShipAlt LHA6-97625K, AADS 1PPS AIT
FFP
ShipAlt LHA6-97625K, Amphibious Assault Direction System (AADS) 1PPS
Network Synchronization, Alteration Installation Team (AIT) Support Service;
provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0029		1	Lot		

OPTION ShipAlt LHA6-97226K, AADS USMC C&C AIT
FFP
ShipAlt LHA6-97226K, Amphibious Assault Direction System (AADS) USMC
Command and Control, Alteration Installation Team (AIT) Support Service;
provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0030		1	Lot		

OPTION ShipAlt LHA6-95037K, NFSA AIT
FFP
ShipAlt LHA6-95037K, NAVAIR Fleet System Array (NFSA), Alteration
Installation Team (AIT) Support Service; provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0031		1	Lot		

OPTION ShipAlt LHA6-93584K, AIS AIT
FFP
ShipAlt LHA6-93584K, Automatic Identification System (AIS) V1 Cyber
Hardening, Alteration Installation Team (AIT) Support Service; provide (OPTION
ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0032		1	Lot		

OPTION ShipAlt LHA6-93699K, Iridium Antenna AIT
FFP
ShipAlt LHA6-93699K, Iridium Antenna, Alteration Installation Team (AIT)
Support Service; provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0033		1	Lot		

OPTION

OrdAlt LHA6-94282K, Ram MK 31 Mod AIT

FFP

OrdAlt LHA6-94282K, Ram MK 31 Modification, Alteration Installation Team (AIT) Support Service; provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs – See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination

PURCHASE REQUEST NUMBER: N0002422FR62115

PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0034		1	Lot		

OPTION ShipAlt LHA6-96662K, SSEE Inc F AIT
FFP
ShipAlt LHA6-96662K, Ships Signal Exploitation Equipment (SSEE) INC F
Emergent Antenna Cable, Alteration Installation Team (AIT) Support Service;
provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0035		1	Lot		

OPTION TYCOM in Homeport Options
FFP
TYCOM in Homeport Options (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0036		1	Lot		

OPTION Work Completion Certification Data CNO
FFP
Work Completion Certification Data for Chief of Naval Operations (CNO)
Availability; provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Lot		
Number					
0037					

OPTION Number One MRG Gasket Replace
 FFP
 Number One Main Reduction Gear (MRG) Gasket; replace (Option Item)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0038		1	Lot		

OPTION Number 2 MRG Gasket Replace
 FFP
 Number 2 Main Reduction Gear (MRG) Gasket; replace (Option Item)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0039		1	Lot		

OPTION Crew Transportation; provide
FFP
Crew Transportation; provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0040		1	Lot		

OPTION Temporary Air Conditioning; provide
FFP
Temporary Air Conditioning; provide (Option Item)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0041		1	Lot		

OPTION Fuel Assistance and Towboat Service FB
FFP
Fuel Assistance and Towboat Service for Fuel Barge; provide (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Lot		
Number					
0042					

OPTION Temporary Service, Equipment & Sys Test
FFP
Temporary Service, Equipment and Systems Test, Inspection and Repair in
Contractor Plant, Barge; accomplish (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0043		1	Lot		

OPTION Defuel Ship; accomplish
FFP
Defuel Ship; accomplish (OPTION ITEM)

PROVIDE TEMPORARY SERVICES TO PREPARE FOR AND ACCOMPLISH
REPAIR AND ALTERATIONS ONBOARD USS TRIPOLI (LHA 7) DURING
FY23 SELECTED RESTRICTED AVAILABILITY (SRA) (Non-prorated WIs –
See attachment J-4 for list)

The Contractor shall prepare for and accomplish repair and alterations during the
Selected Restricted Availability (SRA) onboard USS TRIPOLI (LHA 7) 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 Notes A - F

FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0044		1	Lot		

OPTION Growth associated with CLIN 0004
FFP
Growth associated with CLIN 0004. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0045		1	Lot		

OPTION Growth associated with CLIN 0004
FFP
Growth associated with CLIN 0004. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Lot		
Number					
0046					

OPTION Growth associated with CLIN 0004
FFP
Growth associated with CLIN 0004. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Lot		
Number					
0047					

OPTION Growth associated with CLIN 0005
FFP
Growth associated with CLIN 0005. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Lot		
Number					
0048					

OPTION Growth associated with CLIN 0006
FFP
Growth associated with CLIN 0006. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Lot		
Number					
0049					

OPTION Growth associated with CLIN 0007
FFP
Growth associated with CLIN 0007. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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OPTION	Growth associated with CLIN 0007 FFP Growth associated with CLIN 0007. See Attachment J-4. See Notes A, B, C, D, E, and F FOB: Destination PURCHASE REQUEST NUMBER: N0002422FR62115 PSC CD: J999				
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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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OPTION	Growth associated with CLIN 0008 FFP Growth associated with CLIN 0008. See Attachment J-4. See Notes A, B, C, D, E, and F FOB: Destination PSC CD: J999				
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Lot		
Number					
0052					

OPTION Growth associated with CLIN 0009
FFP
Growth associated with CLIN 0009. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Lot		
Number					
0053					

OPTION Growth associated with CLIN 0010
FFP
Growth associated with CLIN 0010. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Lot		
Number					
0054					

OPTION Growth associated with CLIN 0011
FFP
Growth associated with CLIN 0011. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Lot		
Number					
0055					

OPTION Growth associated with CLIN 0012
FFP
Growth associated with CLIN 0012. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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OPTION	Growth associated with CLIN 0013 FFP Growth associated with CLIN 0013. See Attachment J-4. See Notes A, B, C, D, E, and F FOB: Destination PURCHASE REQUEST NUMBER: N0002422FR62115 PSC CD: J999				
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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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OPTION	Growth associated with CLIN 0014 FFP Growth associated with CLIN 0014. See Attachment J-4. See Notes A, B, C, D, E, and F FOB: Destination PURCHASE REQUEST NUMBER: N0002422FR62115 PSC CD: J999				
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Lot		
Number					
0058					

OPTION Growth associated with CLIN 0015
FFP
Growth associated with CLIN 0015. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Lot		
Number					
0059					

OPTION Growth associated with CLIN 0016
FFP
Growth associated with CLIN 0016. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Lot		
Number					
0060					

OPTION Growth associated with CLIN 0017
FFP
Growth associated with CLIN 0017. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Lot		
Number					
0061					

OPTION Growth associated with CLIN 0018
FFP
Growth associated with CLIN 0018. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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OPTION	Growth associated with CLIN 0019 FFP Growth associated with CLIN 0019. See Attachment J-4. See Notes A, B, C, D, E, and F FOB: Destination PURCHASE REQUEST NUMBER: N0002422FR62115 PSC CD: J999				
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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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OPTION	Growth associated with CLIN 0020 FFP Growth associated with CLIN 0020. See Attachment J-4. See Notes A, B, C, D, E, and F FOB: Destination PURCHASE REQUEST NUMBER: N0002422FR62115 PSC CD: J999				
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Lot		
Number					
0064					

OPTION Growth associated with CLIN 0021
FFP
Growth associated with CLIN 0021. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Lot		
Number					
0065					

OPTION Growth associated with CLIN 0022
FFP
Growth associated with CLIN 0022. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Lot		
Number					
0066					

OPTION Growth associated with CLIN 0023
FFP
Growth associated with CLIN 0023. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Lot		
Number					
0067					

OPTION Growth associated with CLIN 0024
FFP
Growth associated with CLIN 0024. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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OPTION	Growth associated with CLIN 0025 FFP Growth associated with CLIN 0025. See Attachment J-4. See Notes A, B, C, D, E, and F FOB: Destination PURCHASE REQUEST NUMBER: N0002422FR62115 PSC CD: J999				
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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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OPTION	Growth associated with CLIN 0026 FFP Growth associated with CLIN 0026. See Attachment J-4. See Notes A, B, C, D, E, and F FOB: Destination PURCHASE REQUEST NUMBER: N0002422FR62115 PSC CD: J999				
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0070		1	Lot		

OPTION Growth associated with CLIN 0027
FFP
Growth associated with CLIN 0027. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0071		1	Lot		

OPTION Growth associated with CLIN 0028
FFP
Growth associated with CLIN 0028. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Lot		
Number					
0072					

OPTION Growth associated with CLIN 0029
FFP
Growth associated with CLIN 0029. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Lot		
Number					
0073					

OPTION Growth associated with CLIN 0030
FFP
Growth associated with CLIN 0030. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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OPTION	Growth associated with CLIN 0031 FFP Growth associated with CLIN 0031. See Attachment J-4. See Notes A, B, C, D, E, and F FOB: Destination PURCHASE REQUEST NUMBER: N0002422FR62115 PSC CD: J999				
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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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OPTION	Growth associated with CLIN 0032 FFP Growth associated with CLIN 0032. See Attachment J-4. See Notes A, B, C, D, E, and F FOB: Destination PURCHASE REQUEST NUMBER: N0002422FR62115 PSC CD: J999				
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NET AMT

ITEM NO CLIN Number 0076	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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OPTION Growth associated with CLIN 0033
FFP
Growth associated with CLIN 0033. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO CLIN Number 0077	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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OPTION Growth associated with CLIN 0034
FFP
Growth associated with CLIN 0034. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0078		1	Lot		

OPTION Growth associated with CLIN 0035
FFP
Growth associated with CLIN 0035. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0079		1	Lot		

OPTION Growth associated with CLIN 0036
FFP
Growth associated with CLIN 0036. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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OPTION	Growth associated with CLIN 0037 FFP Growth associated with CLIN 0037. See Attachment J-4. See Notes A, B, C, D, E, and F FOB: Destination PURCHASE REQUEST NUMBER: N0002422FR62115 PSC CD: J999				
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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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OPTION	Growth associated with CLIN 0038 FFP Growth associated with CLIN 0038. See Attachment J-4. See Notes A, B, C, D, E, and F FOB: Destination PURCHASE REQUEST NUMBER: N0002422FR62115 PSC CD: J999				
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0082		1	Lot		

OPTION Growth associated with CLIN 0039
FFP
Growth associated with CLIN 0039. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0083		1	Lot		

OPTION Growth associated with CLIN 0040
FFP
Growth associated with CLIN 0040. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0084		1	Lot		

OPTION Growth associated with CLIN 0041
FFP
Growth associated with CLIN 0041. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0085		1	Lot		

OPTION Growth associated with CLIN 0042
FFP
Growth associated with CLIN 0042. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0086		1	Lot		

OPTION Growth associated with CLIN 0043
FFP
Growth associated with CLIN 0043. See Attachment J-4.

See Notes A, B, C, D, E, and F
FOB: Destination
PURCHASE REQUEST NUMBER: N0002422FR62115
PSC CD: J999

NET AMT

NOTE A

NOTE A: LEVEL OF EFFORT TO COMPLETION –SHIP REPAIR

1. The Contractor agrees to provide the level of effort to completion (LOE to Completion) in the performance of growth CLINs in the execution of the **USS TRIPOLI (LHA 7) FY23 SRA**:
 - a. **40,623** direct labor hours (labor hours) and **\$2,649,044** (\$TBD fully burdened) materials to complete expected, within scope growth work on the **USS TRIPOLI (LHA 7) FY23 SRA** work package under **CLINS 0044 – 0086**.
2. The total LOE to Completion for the performance of the above growth CLINs shall be comprised of labor hours and the associated material required to support the expected, within scope growth. The mix of labor hours and material may be adjusted. Adjustments to the labor hour and material mix will be documented via weekly Technical Direction Letter (TDL) and subsequently unilaterally adjusted via contract modification. The Government reserves the right to reconcile the weekly TDLs via unilateral modification at the Administrative Contracting Officer's (ACO) discretion.
3. LOE 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 scope and pricing of this contract and are not subject to an equitable adjustment under FAR 52.243-1 'Changes – Fixed Price'. The utilization of LOE to Completion is at the discretion of the Contracting Officer and subject to the schedule phasing identified in Note F.
5. If, in the opinion of the Contractor, any effort directed in the Growth Management Request Form (GMR) calls for effort outside the scope of the contract, the Contractor shall notify the Administrative Contracting Officer (ACO) in writing within two (2) working days after the receipt of any such direction. In the event of a cost dispute, the ACO may unilaterally authorize hours and material against LOE work. The Contractor shall not proceed with the work directed by the GMR unless and until the Contractor is notified by the ACO to proceed

with the directed work. The Contractor is required to proceed with the directed work as directed by the ACO. Thereafter, any remaining disagreement shall be addressed in accordance with FAR 52.233-1(Alt. 1) 'Disputes.' Additionally, if the cost of performing the disputed direction exceeds \$100,000, the Contractor is required to comply with FAR 52.243-6 'Change Order Accounting.'

6. The labor hours and material requirements listed in Section B, Note A, paragraph 1 above are part of this contract. Prime contractor efforts shall be deducted from the labor hours allocated. Subcontractor efforts and materials shall be deducted from the materials allocated. The balance of labor hours and materials remaining in the LOE to Completion CLINs will be recouped by the Government via final contract modification at the end of the availability.
7. Only authorized direct production labor hours shall be deducted from the LOE to Completion direct labor hour ceiling set forth in Section B, Note A, paragraph 1 above. Per Note B paragraph 2 below, all non-production labor shall be included in the Contractor's fully burdened labor rate. Non-production hours shall not be included in pricing submitted in support of growth issued under the LOE to Completion CLINs. Additionally, Contractor LOE to Completion pricing shall not include any allowance for technical representatives or for any other Government directed source unless specifically directed by the Contracting Officer.
8. Only authorized material dollars shall be deducted from LOE to Completion material reservation set forth in Section B, Note A, paragraph 1 above. This material reservation consists of the total cost of materials and subcontractor efforts proposed. All subcontractor quotes shall be included in the Change Order Price Analysis (COPA) as per Section C, paragraph 1.13. Material dollars may include freight or duties if specifically itemized 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 settled cost of materials deducted from the material reservation.
9. The information received in the consolidated final report required by Section C paragraph 6.6 will be used by the ACO in the issuance of one contract modification based on the information received in the final report identified in Section C below, which will be a final settlement for all LOE to Completion labor hours and material dollars. Once the number of labor hours and materials for directed work has been settled, neither party shall be entitled to an adjustment because the expended labor hours and materials differ from the settled price. This shall not preclude an adjustment otherwise permitted by law and regulation; e.g. fraud, product substitution, defective workmanship or materials. Each directed work shall receive approval by the SUPERVISOR and the ACO. ("SUPERVISOR" as defined in NAVSEA Standard Item (NSI) 009-01, paragraph 4.3, refers to the local Government activity responsible for the execution and contract administration of Navy maintenance and modernization work.)

NOTE B

NOTE B

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 submitted in response to Requests for Contract Changes (RCCs), Growth Management Requests (GMRs) and Reservation Task Requests (RTRs) 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 (all types, including, but not limited to supervision of trades, support personnel and subcontractors)
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, (i.e. straight time, overtime, shift differential, holiday time, etc.), 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 incorporated into the repaired vessel in the course of the repair, such as replacement steel, pipes, paint, and fasteners. The material burden rate applies 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 growth and new work 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 (competitive quotes if required by the ACO) quotes must be submitted with the contractor's COPA in response to RCCs, GMRs and RTRs issued by the Contracting Officer. For new work only, these subcontractor quotes must be competitively acquired. 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, and/or Government authorized vendors. 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. Any material burden rate applied to new work shall be approved at the discretion of the ACO, upon receipt of supporting documentation in accordance with FAR 15.404-3 'Subcontract Pricing Considerations.
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 and up to three (3) months after the Attachment J-3 'Contract Complete' date:

USS TRIPOLI (LHA 7) FY23 SRA	
Fully Burdened Ship Repair Labor Rate	TBD
Material Burden Rate	TBD

8. In the event of a one-bid or directed availability, the Contracting Officer may negotiate the Fully Burdened Ship Repair Labor Rate and Material Burden Rate (not to exceed the ceiling rate(s) identified above) with the offeror in accordance with FAR 15.4, Contract Pricing. The rates herein are not considered a Forward Pricing Rate Agreement (FPRA) and are identified solely for the purpose of establishing a ceiling.
9. In the event of an extension due to excusable delay to the delivery date for the **USS TRIPOLI (LHA 7) FY23 SRA**, the Contractor's fully burdened ship repair labor rate shall be escalated by **0.35** % commencing 3 months after the Attachment J-3 "Contract Complete" date. Following the "Contract Complete" date identified in Attachment J-3 (Milestones), this rate shall be escalated quarterly through the 24th month, if necessary, and shall be used to negotiate all growth and new work. Note, in the event of an excusable delay, this escalation rate shall be applied only to growth and new work not previously identified in Attachment J-4 (Pricing Worksheet). The material burden rate shall not increase.

NOTE C

NOTE C: OPTION ITEMS

Option item to which the option clause FAR 52.217-7 (NAVSEA Variation II) applies and which is to be supplied only if and to the extent said option is exercised.

NOTE D

NOTE D: SCHEDULE OF DAILY RATES FOR PIERSIDE AND DRY-DOCKING (FULLY BURDENED) FOR PURPOSES OF A COMPENSABLE EXTENSION TO THE DRY-DOCKING OR DELIVERY DATE

1. In the event of a compensable extension to the dry-docking or delivery date, the Contractor's fully burdened daily rates for additional dry-dock and/or pierside performance period at the Contractor's facility will be evaluated by the ACO upon receipt of the Contractor's certified or other than certified cost or pricing data (certification requirements are subject to FAR 15.403).
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, including but not limited to:
 - Decking services
 - Pumping services
 - Electricity
 - Internet Connectivity
 - Air Conditioning
 - Support Services for the Navy, its agents and Contractors
 - Facilities, including but not limited to:
 - Piers
 - Dry-docks
 - 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 rates that include all wages, overhead, other indirect costs, general and administrative expenses, Facilities Capital Cost of Money (FCCOM) and profit.
4. The proposed, fully burdened daily rates for pierside may be used during the availability's extension period, up to 24 months after the "Contract Complete" date identified in Attachment J-3 (Milestones). If the use of these extension rates is determined to be warranted by the ACO during execution, the Contractor shall submit certified or other than certified cost or pricing data to support the rates (certification requirements are subject to FAR 15.403).

USS TRIPOLI FY23 SRA	Additional Day Requiring Availability Extension	Additional Day Does Not Require Availability Extension
Additional Dry-Docking Day	N/A	N/A
Additional Pierside Day	TBD	

5. The Contractor bears the burden of proving the requested extension is compensable in accordance with this contract, and establish the duration of compensability through schedule analysis utilizing the Production Schedule establishing impact to critical path and/or controlling work items. The Contractor agrees that, in the event of such an extension, a bilateral modification will be executed with the price of the extension calculated as follows:

Total Price of Extension = D(e) * (P/D)

D(e) = Agreed Extension Days to the Delivery Date

(P/D) = Price/Day

6. The (P/D) will be utilized for any modifications to extend the contract in the event of compensable delay, impacting the pierside period, regardless of the number of modifications or the number of days required to meet the Schedule Milestone 'Contract Complete' within 24 months of the 'Contract Complete' date. If the Contracting Officer determines a delay in meeting the Schedule Milestone is not compensable, no modification will be executed and the Contractor will be directed to continue work until certified 'Contract Complete' by the RMC.
7. In the event the Contracting Officer determines the delay is concurrent, a bilateral modification will be executed with the price calculated as follows:

Total Price of Extension = (D(g) - D(c)) * (P/D)

D(g) = Government Responsible Delay (measured in days)

D(c) = Contractor Responsible Delay (measured in days)

(P/D) = Price/Day

The values for D(g) and D(c) will be determined by the Contracting Officer.

8. If the Contracting Officer determines the delay is excusable, a modification will be executed to extend the Delivery Date, however, the Contractor shall not be entitled to recover a Daily Extension Rate.
9. All terms and conditions under the contract apply to all modifications extending the delivery date. If the Contracting Officer and Contractor are unable to reach agreement regarding duration or compensability, the Government reserves the right to execute a unilateral modification utilizing the parameters outlined in paragraphs 5 through 8 above. Failure to agree on whether a compensable extension is appropriate or the duration of any delivery date extension shall be a dispute subject to the requirements of FAR 52.233-1(Alt. 1) 'Disputes.'

NOTE E

NOTE E: SPECIAL AGREEMENT FOR GROWTH WITH A PRICE 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.
- The amount included in this Contract for the growth described above shall be equal to a maximum quantity of:

- a. **148** occurrences for growth work computed at a firm fixed price of **\$8,324** per occurrence, as associated with **CLINS 0044 – 0086** for the **USS TRIPOLI (LHA 7) FY23 SRA**.
3. A Waterfront Circuit Team comprised of a small group of Contractor and Government representatives shall administer the Special Agreement for Growth with a value of \$25,000 or less. The Contractor shall establish a group of empowered representatives who will be located in 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 NSA.
4. 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 or the Project Manager shall direct the commencement of all growth work. Directed growth will be followed by documentation to appropriately reflect specification changes.
5. If the Waterfront Circuit Team is not able to reach agreement that the price of the growth work is \$25,000, or less, then it will be adjudicated through the LOE to Completion process identified in Section B, Note A. However, if negotiations reveal the value of growth work is \$25,000, or less, the task will be settled in accordance with the Small Dollar Value Growth procedure at the pre-priced value per occurrence identified in Section B, Note E, Paragraph 2, above.
6. The Contractor and Government (Contracting Officer and Project Manager) shall develop a growth tracker to identify and record the number of directed occurrences under this Note. All growth meeting the criteria of paragraph 1 above shall be accepted under this clause without delay and disruption in ship redelivery.
7. 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.
8. Within 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.

NOTE F

NOTE F: AVAILABILITY SCHEDULE PERFORMANCE

1. The Contractor shall schedule the performance of all Base and Option items in the work package, so as to permit a contract scope increase up to the:
 - Total contract 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 number of Small Value Dollar Growth occurrences as described in NOTE E: SPECIAL AGREEMENT FOR GROWTH WITH A PRICE OF \$25,000 OR LESS, paragraph 2.
2. The Contractor agrees that the growth work identified in Section B, Note F, Paragraph 1, above, if tasked, shall be performed, purchased and installed concurrently with the work items, without impacting, accelerating, or causing delay or disruption to the work required by the base and option work items, to any other Government contract, or to any other work in progress for the Government.
3. The growth 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 50% of the hours or material following the 50% schedule point of the availability (as measured in days between the "Availability Start" and "Contract Complete" milestones in Attachment J-3), adjusted for delay to delivery date.
- No more than 25% of the hours or material following the 75% schedule point of the availability (as measured in days between the "Availability Start" and "Contract Complete" milestones in Attachment J-3), adjusted for delay to delivery date.

CLAUSES INCORPORATED BY FULL TEXT

B-215-H002 REFUNDS (SPARES AND SUPPORT EQUIPMENT) (NAVSEA) (OCT 2018)

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

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

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

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

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

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

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

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

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

(h) This requirement does not apply to any spare parts or items of support equipment whose price is determined through adequate price competition. This requirement also does not apply to any spare part or item of support equipment if the

Contractor submitted, and certified the currency, accuracy and completeness of, cost or pricing data applicable to the item.

(End of text)

**B-227-H001 PROVISIONING TECHNICAL DOCUMENTATION – WITHHOLDING OF PAYMENT
(NAVSEA) (OCT 2018)**

(a) For the purpose of paragraph (c) of the "Progress Payments" clause of this contract, if included, the requirement that the Contractor develop and deliver Provisioning Technical Documentation (PTD) is considered to be a "material requirement of this contract," and Contractor failure to make adequate progress in the development of PTD, or to deliver acceptable PTD on a timely basis, may result in reduction or suspension of Progress Payments as provided in said paragraph.

(b) The PTD is considered to be a part of the "Technical Data" specified to be delivered under this contract for the purposes of the "Technical Data--Withholding of Payment" (DFARS 252.227-7030) clause. The terms and conditions of the clause entitled "Limitation On Withholding of Payments (FAR 52.232-9), if included in this contract, shall not apply to withholding of payment for failure to make timely delivery of the PTD or delivery of deficient PTD.

(End of text)

B-231-H002 WORKSITE TRAVEL COSTS (NAVSEA) (OCT 2018)

(a) The contractor shall not charge, and the Government shall not pay, as an allowable cost under this contract, any manhour costs (whether straight-time or overtime) for contractor personnel or subcontractor personnel traveling to or from worksites, including travel to worksites other than the contractor's facility for performance of contract work.

(b) Workers being paid under this contract, as prime contractor personnel or subcontractor personnel, will complete a full shift at the worksite, and no compensation will be paid for travel time before or after the shift.

(c) This requirement pertains only to payments for travel time before or after these workers' regular shifts (commuting costs), and does not apply to legitimate travel costs incurred during normal working hours, provided that those costs are otherwise reasonable, allocable and allowable and approved in writing by the Government. This requirement does not apply to manufacturer's representatives or Original Equipment Manufacturer (OEM) representatives when specifically required by the Government work specifications.

(d) Additionally, the contractor shall not charge, and the Government shall not pay, any transportation costs under this contract associated with transporting contractor or subcontractor personnel between the contractor's facility (or subcontractor's facility), and any other worksite to perform ship repair, maintenance or modernization. Transportation costs include, but are not limited to, bus fare, car fare, train fare, or boat fare, paid by the work force, or paid by the contractor on behalf of the work force.

(End of text)

Section C - Descriptions and Specifications

STATEMENT OF WORK

Section C - Descriptions and Specifications

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SCOPE OF WORK

1. GENERAL REQUIREMENTS

- 1.1 The Contractor, under the direction of the Regional Maintenance Center (RMC) 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 **USS TRIPOLI (LHA 7) FY23 SRA** 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.
- 1.2 The Contractor shall lead or participate in periodic meetings, as required, to facilitate status reporting related to **USS TRIPOLI (LHA 7) FY23 SRA**. Forums will be conducted at a time mutually agreed to by primary participants. These meetings include, but are not limited to, the following:
 - 1.2.1 Post Award Conference (Government Leads)
 - 1.2.2 Integrated Project Team Development (IPTD) Post-Award Event (Government Leads)
 - 1.2.3 Contract Reading (Government Leads)
 - 1.2.4 Arrival Conference (Government Leads)
 - 1.2.5 IPTD Work Package Execution Review (WPER) (Government Leads)
 - 1.2.5.1 The IPTD WPER will take place at the RMC located at the vessel's homeport at A-60. If WPER cannot be conducted at A-60 due to late Award, the Naval Supervisory Authority (NSA) Project Manager (PM) and Lead Maintenance Activity (LMA) will need to determine a reasonable time prior to avail start to conduct the event.
 - 1.2.6 Schedule Model Review (SMR) (Contractor Leads)
 - 1.2.6.1 The Schedule Model Review will take place at the LMAs designated location per the J-Attachment requirement. The SMR will begin at A-59, or on first business day following the IPTD WPER. If SMR cannot be conducted at A-59 due to late Award, then NSA PM and LMA will need to determine a reasonable time prior to avail start to conduct the event.
 - 1.2.7 Project Management Reviews such as the 25%, 50%, 75%, and other meetings required to manage the overall availability to completion. (Government Leads)
 - 1.2.8 Daily Production meetings. (Contractor Leads)
 - 1.2.9 Weekly Progress meetings. (Contractor Leads)
 - 1.2.10 Weekly Commanding Officer briefs. (Government Leads)
 - 1.2.11 IPTD Completion Event (formerly known as "IPTD C+21 Post-Completion Meeting"). (Government Leads)
- 1.3 Category I NSIs identified under Attachment J-1 are applicable to all items without further reference. Category II NSIs are applicable when invoked and/or referenced in individual work items specified in Attachment J-1. NSIs may be found at:
[http://www.navsea.navy.mil/Home/RMC/CNRMC/OurPrograms/S\(SRA\)C/NSI.aspx](http://www.navsea.navy.mil/Home/RMC/CNRMC/OurPrograms/S(SRA)C/NSI.aspx). Contractor is obligated to submit all required reporting in accordance with applicable NSIs (See Contract Data Requirements List, DD 1423, Exhibit A003).

- 1.4 In addition to the Work Item Specifications and Work Item Plans, Drawings, and Other References and applicable NSIs, 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:
- a) <https://jedmics.net/>
 - b) <https://mfom.sscno.nmci.navy.mil/MFOM/DoDStatement.aspx>
 - c) <https://nsedr.nnsy.navy.mil/>
- 1.5 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.
- 1.6 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 TRIPOLI (LHA 7) FY23 SRA** within the availability dates herein.
- 1.7 **INTEGRATED PRODUCTION SCHEDULE DEVELOPMENT, UPDATE, AND REVIEWS:**
In support of NSI and CDRL requirements and to confirm the contractor has all available input for development of the IPS, 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 RMC, conduct the IPTD WPER and SMR. The RMC will schedule the IPTD at A-60 (event timeline may be shifted left or right as required to meet the needs of the Planning Team (PT) and the individual availability) for CNO availabilities. The SMR shall begin at A-59 or on the first business day following the WPER. All IPS requirements must be compliance with FY23 NSI 009-60 during the course of contract performance.
- 1.7.1 The Contractor shall formally present its IPS to the NSA at the SMR, Start of the Availability, 25% complete conference, 50% complete conference, 75% complete conference, production completion meetings, and for pre Sea Trials requirements. The IPS shall include 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:
- 1.7.1.1 The Contractor's latest, Government approved, IPS created in full compliance with FY23 NSI 009-60
- 1.7.1.2 The Contractor's current progress in preparing for and/or executing the Availability in accordance with their IPS. The Contractor shall provide an explanation and mitigation plan in the event of any preparation or execution delays in comparison to their IPS.
- 1.7.1.2.1 The Contractor's plan shall describe opportunities for schedule acceleration, associated costs, and potential risks and mitigations to remaining schedule attainment.
- 1.7.2 The Government hereby specifies that the contractor may complete the Availability utilizing other than a 5-day work week.
- 1.8 **LOGISTICS:** The contractor shall develop and submit all logistics and technical data required, including but not limited to provisioning parts lists, engineering data for provisioning, design change notices, interim support items lists, provisioning technical documentation, demand only transaction reports, commercial off the shelf (COTS) equipment manual revisions, technical manual revisions, and purchase orders. (See CDRLs A005, B001 – B009 and C001 – C002).

- 1.9 **SMALL BUSINESS SUBCONTRACTING REPORT:** The Contractor shall execute a Small Business Subcontract Report in accordance with FAR Part 19 and the subcontracting goals identified in the RFP (See CDRL A001).
- 1.10 **SITE INSPECTION:** The Government may send a site inspection team to perform an inspection of the contractor's facility prior to arrival of the vessel.
- 1.11 **GOVERNMENT FURNISHED MATERIAL:** The contractor is to coordinate the delivery and/or pick-up of all Government Furnished Material (GFM) as cited in work specification(s), supporting drawings, references and/or Statement of Work (SOW) with the Project Manager (See CDRL A011).
- 1.11.1 Turnover of GFM:
- 1.11.1.1 NAVSEA GFM for Modernization Work Items: All NAVSEA GFM for Modernization Work Items will be available at A-30 unless otherwise noted in Attachment J-8. The Contractor is required to coordinate turnover of NAVSEA GFM with the Project Manager following contract award.
- 1.11.1.2 TYCOM GFM for Repair Work Items: All TYCOM GFM will be available at A-30, unless otherwise noted in Attachment J-8. The Contractor is required to coordinate turnover of TYCOM GFM with the Project Manager following award.
- 1.11.2 In the event of a claim and/or request for equitable adjustment arising out of a late or adjusted turnover of GFM, the Contractor bears the burden of proving both delay and resulting impact to critical and/or controlling path work items.
- 1.11.3 GFM transportation costs shall be included in the contract. Change order will only be issued if there is a Government caused change to pick-up date(s). 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 is listed in paragraph 5 of the Work Item(s) and in Attachment J-8.
- 1.11.4 The Contractor is required to manage all GFM and CFM which includes purchasing, monitoring, receiving, inspecting, segregating, issuing, determining nonconformance, and disposing of material. This also includes providing an inventory system for both Government Furnished Material and Contractor Furnished Material, including ordering, tagging and warehousing of material. All materials selected for installation must meet the specified standard military performance specifications, Federal performance standards, and may require to be listed on a Qualified Products List (QPL) for shipboard installations.
- 1.12 **QUALITY ASSURANCE**
- 1.12.1 **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 NSI 009-04. In addition to its rights under DFARS 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 (See CDRL A006).
- 1.12.2 **Quality Assurance – Specific Reporting Requirements:** The Contractor shall submit all required reporting in accordance with Category I and invoked category II NSIs, including, but not limited to:
- 1.12.2.1 The Contractor shall submit all required reports associated with NSI 009-07, regarding opening and certification of tanks and spaces, in accordance with CDRL A007.

- 1.12.2.2 The Contractor shall meet all Process Control Procedure (PCP) reporting requirements in accordance with NSI 009-09 and CDRL A008.
 - 1.12.2.3 The contractor shall meet all technical reporting requirements including those set forth in NSI 009-12 (See CDRL A009).
 - 1.12.2.4 The Contractor shall meet all requirements relating to weight and stability reports for in-service surface ships in accordance with NSI 009-103 and CDRL A014.
- 1.12.3 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.
- 1.13 IDENTIFICATION OF CONDITION FOUND: In accordance with the requirements of NSI 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.
- 1.13.1 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.
- 1.13.2 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. Accuracy of CFR submissions 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.
- 1.14 DATA REQUIRED FOR RCC AND LOE TO COMPLETION REQUESTS: In the event a growth requirement is validated and fully scoped, the Government may generate a RCC or GMR (in support of an LOE to Completion Request) which the ACO may request a firm fixed price proposal from the Contractor.

For all generated RCCs and GMRs, the Contractor shall provide a COPA proposal to the ACO within three (3) business days (See CDRL A002). A Contractor's COPA shall remain valid for a minimum of 14 calendar days, unless otherwise specified by the ACO; if another timeline is specified by the Government, the Contractor's COPA shall remain valid for that amount of time. The COPA provided 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) | \$ _____ |

Note 1 – Labor Hours: Proposed labor hours to be performed by the Prime Contractor shall be provided broken down by paragraph, trade and labor hour mix.

Note 2 – Material: Material pricing shall include a list detailing the source, part number, description, unit cost, quantities, total cost and underlying vendor quotes for each line item.

Note 3 – Subcontractor Quotes: 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). Proposed subcontractor labor hours shall be broken down by paragraph and task.

Note 4 – Supporting Documentation: The requirements for complete submission of a COPA stated above represents the minimum and does not limit the Government from requesting additional information. In the event the ACO is unable to make a fair and reasonable determination based on the original COPA submission, the Contractor shall comply with FAR 15.402(a)(2) which requires the Contractor provide whatever data the ACO needs in order to determine a fair and reasonable price.

Note 5 – Late Submissions: The above documentation must accompany the COPA for the COPA to be considered submitted to the ACO. The number of days a Contractor's COPA remains valid does not begin until the COPA is considered submitted by 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 three (3) business 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 which may differ from the Contractor's request, shall be met by the Contractor. Notification of a late COPA does not exempt the Contractor from meeting its requirement, but will be considered by the Government when conducting a CPARS evaluation and utilized for past performance ratings on future contracts. Late submission of COPAs may result in deductions assessed in accordance with Attachment J-5, QASP.

- 1.15 **DESCOPING OF REQUIREMENTS:** The Government reserves the right to descope any requirement under this contract at any time and for any reason. Descopes are incorporated into the contract via deletion RCCs and can either be a partial deletion of paragraph(s) from the work specification or deletion of a work item in its entirety. The Government will rely on the labor rates and prices entered in Attachment J-4 Pricing Workbook for negotiating and settling RCCs.

- 1.15.1 **Pricing of Deletion RCCs:** The Contractor agrees to price deletion RCCs at the same labor rate proposed in Attachment J-4 Pricing Workbook, as follows:

- 1.15.1.1 Partial or full work item deletion RCCs from the basic work package will be deleted at the basic labor rate and material burden rates as entered in the Work Item Index Tab of Attachment J-4;

- 1.15.1.2 Partial or full work item deletion RCCs from settled growth work or new work will be deleted at the labor rate and material burden rate as entered in the Labor & Material Burden Rates Tab of Attachment J-4.
- 1.15.2 Settled Deleted Price:
- 1.15.2.1 Full Work Item Deletion: For the purposes of pricing a RCC that deletes a work item in its entirety, the Government considers each individual work item to be separately priced. The starting point for negotiations will be the Contractor's work item price entered in the Work Item Index Tab of Attachment J-4. The burden is on the Contractor to demonstrate production costs incurred. Program management and other indirect costs will not be considered.
- 1.15.2.2 Partial Deletion: The Contractor agrees to propose RCCs that delete a portion of a work item at the hours, material and subcontractor cost it would have required to accomplish the work. The proposed price shall include only the paragraphs affected by the partial deletion. At no time may the Contractor amend its pricing on the remaining paragraphs not being deleted from the work item.
- 1.16 MODIFICATION NEGOTIATION: Once the Government receives the Contractor's COPA, it will evaluate and negotiate it in accordance with applicable Agency regulations and policies. If necessary, the Government may issue unilateral modifications to accomplish required work using the pre-priced labor and material rates, outlined in Section B of this contract.
- 1.17 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, and 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 <https://mfom.sscno.nmci.navy.mil/MFOM/DodStatement.aspx>.
- When required, the Contractor shall have access to and use Naval Ships Engineering Drawing Repository (NSED), Electronic Departures from Specifications (EDFS), and other logistic support required throughout the administration of this contract per the CDRLs and standard items invoked at the time of contract award.
- 1.18 ORGANIZATION CHART AND EMPLOYEE ROSTER:
- 1.18.1 ORGANIZATION CHART: Within 30 days of contract award, the Contractor shall 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, as well as identification of whether each individual is assigned to the contract full time. The organizational chart must represent the facility that will perform the work.
- 1.18.2 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.
- 1.19 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.

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

2 LOCATION

- 2.1 Government pier space will be made available if the awardee proposes to use Government facilities. Otherwise, performance shall be at the Contractor's facilities.

3 COST, SCHEDULE AND FINANCIAL DATA

- 3.1 **USS TRIPOLI (LHA 7) FY23 SRA** must be delivered, mission-ready, no later than the "Contract Complete – Mission Ready Vessel Delivered to Fleet" ("Contract Complete") date included in Attachment J-3.
- 3.2 **MILESTONES:** In addition to the "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 is due to the fault or negligence of the Contractor, such failure may 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).
- 3.2.1 Turnovers to Test Team is considered achieved if all heavy industrial work in the spaces associated with each milestone is complete. Heavy industrial work is hot work, cutting, grinding, deck replacement, spray painting and any other industrial type of work that would either limit compartment access or limit the availability of services in the compartment. Access routes need not be released but must be passable or alternate routes made available at all times. Contractor shall complete the following contractor responsible work, in accordance with all work items: Installation of foundations and equipment landed on foundations and electrical connected to support testing. Installation of interferences disturbed by the ripout and/or installation of equipment under this turnover. Installation, welding, and air test of access cut(s) required for rigging of equipment under this turnover. Installation and hydro testing of piping systems newly installed, removed as interferences or relocated. Installation and testing of all electrical work required for equipment being turned over. Preservation and painting of new and disturbed foundations and disturbed surfaces.
- 3.3 **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 clock (8) hours or less in duration (and is not the cumulative effect of labor hour impact). Minor delays and/or disruptions are considered normal rather than unusual occurrences during the performance of tasks ordered under these resulting contracts. The Government will not provide any schedule relief for minor delays/disruptions.

The burden is on the Contractor to establish a delay/disruption is not minor in nature, by immediate verbal notification to 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, and impact to the critical path and/or controlling work items.

The ACO, in coordination with the Project Manager, will issue a written determination as to whether the contractor has met its burden and schedule relief will be granted.

- 3.4 **SCHEDULE AND ASSOCIATED REPORTS:** The scheduling of work, resources, key events and milestones submitted by the Contractor shall be in accordance with FY23 NSI 009-60 and associated CDRLs during the course of contract performance.

- 3.5 **MILESTONES FOR CERTAIN REPORTS:** The Contractor shall complete the necessary work associated with the reports due 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 (QASP).

- 3.6 **END COST DATA:** In accordance with the reporting requirements in CDRL A016, the Contractor shall provide final actual prime and subcontractor hours, material cost and duration for each Work Item, inclusive of all definitized Request for Contract Changes (RCC) incorporated in the work package:

3.6.1 Subcontractor hours and material cost may be estimated based on the actual Prime Contractor outlay to subcontractors.

3.6.2 The Contractor is not required to provide final actual prime or subcontractor labor costs, or final total actual prime or subcontractor work item costs.

- 3.7 **MONTHLY MANPOWER REPORT:** Monthly manpower management information shall be provided in accordance with the requirements of CDRL A017.

4 SAFETY

- 4.1 **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.

- 4.2 **PERSONAL PROTECTIVE EQUIPMENT:** Whenever work is performed aboard U.S. Naval Ships or vessels at piers 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 CFR 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.]

- 4.3 **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.
- 4.4 **FORCE PROTECTION CONDITION:** The Government 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.
- 4.5 **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 FY23 NSIs 009-08 (Shipboard Fire Protection and Fire Prevention; accomplish), 009-07 (Confined Space Entry, Certification, Fire Prevention and Housekeeping; accomplish), and 009-74 (Occupational, Safety and Health Plan; accomplish). 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. The Contractor will account for required fire drills in the proposed work schedule.

5 OTHER REQUIREMENTS

- 5.1 **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 Government-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.

5.2 NON SMOKING POLICY: For bidding purposes, Contractors are advised that in light of the Government'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. Local installation policies shall also apply.

5.3 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 Proposal Due 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: http://www.dtic.mil/whs/directives/corres/pdf/522022_vol3_2014.pdf.

~~5.4 PAINT ABATEMENT: Abatement work will be conducted in accordance with FY23 NSI 009-32. Paint abatement will be included as part of offerors proposed pricing and is not subject to additional growth.~~

5.5 FIRE PREVENTION: The Contractor will meet requirements of the NAVSEA Industrial Ship Safety Manual, for fire prevention and response (8010 Manual) and NSIs 009-01, 009-07, 009-08, and 009-74. The Contractor will account for required fire drills in the proposed work schedule. Availability of ship fire main will be determined by the Project Manager

5.6 RESERVED.

5.7 CRITICAL WORK AUTHORIZATION DURING AND BEYOND NORMAL BUSINESS HOURS: The Contractor shall accept any form of electronic media or verbal Authorizations to Proceed (ATP), Not-to-Exceed (NTE) obligations and Unfinalized Contract Actions (UCAs) from the Contracting Officer during and after normal hours, including weekends and holidays. Any verbal authorization will be followed up by written confirmation by the ACO within 24 hours.

5.7.1 The Government may determine that new work or growth work discovered during execution of an availability may have to begin at the time the work is identified but before receiving a proposal. The Government reserves the right to issue an unpriced change order (UCO), unpriced GMR, or a UCA to direct the contractor to begin the work. The Government will provide the Contractor a ceiling amount, not to exceed amount, and a definitization schedule. The Contractor's growth/new work rate established in Note B, shall be utilized when establishing the NTE amount. The contractor shall promptly begin work after receiving verbal or written direction by the Contracting Officer. The Contractor shall then submit a qualifying proposal in accordance with the definitization schedule. The ceiling amount will be adjusted after evaluation of the Contractor's qualifying proposal. The contractor will be held responsible for any delay in completing work due to failure to comply with the Contracting Officer's direction

6 ACCOUNTABILITY OF LEVEL OF EFFORT TO COMPLETION GROWTH

6.1 In addition to the specific requirements of the job order or contract, the Contractor shall accomplish the following:

- 6.2 Following receipt of a RCC, provide a COPA to the ACO (which meets the requirements of Section C, paragraph 1.13 above) and a signed Growth Management Request (GMR). The Contractor must provide the COPA and sign and deliver the GMR and supporting documentation to the SUPERVISOR and ACO.
- 6.3 The SUPERVISOR and ACO shall review the estimate submitted and if in agreement, shall sign the GMR authorizing the work at the labor hour and material dollars quoted. No work will be authorized prior to the Contracting Officer's signature.
- 6.3.1 In the event the Contractor's estimate differs from that of the RMC, the labor hours and material dollars shall be negotiated immediately to reach a labor hour/price agreement. The negotiated labor hour and material dollars shall then be entered into the "Negotiated Price" blocks with the required signatures. If a labor hour/price agreement cannot be reached, then the ACO may direct the Contractor to accomplish the work at a unilaterally directed labor hour/price position. Any disagreement with this direction shall be addressed in accordance with FAR 52.233-1(Alt. 1), Disputes. Additionally, if the cost of performing the disputed direction exceeds \$100,000, the Contractor is required to comply with FAR 52.243-6, Change Order Accounting.
- 6.4 Submit one legible copy, in approved transferrable media, of a weekly report listing all LOE to Completion items to the SUPERVISOR.
- 6.4.1 The report shall contain the following: Work Item number, GMR number, the labor hours and material dollars negotiated for each authorized LOE to Completion work, and the total labor hours and material dollars negotiated to date, and the remaining balances allocated by CLIN.
- 6.5 A TDL will be issued on a weekly basis to adjudicate all authorized LOE to Completion tasking in order to permit the Contractor to invoice progress against the total cost of the authorized labor hours and material dollars under each CLIN.
- 6.6 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.
- 6.6.1 The report shall contain the same information specified in 6.4.1.
- 6.7 The labor hours and material dollar requirements listed in the LOE to Completion 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 (M(SRA))/The Agreement for Boat Repair (ABR).
- 6.8 The reservation shall include Prime Contractor efforts under the labor hours portion of the reservation and subcontractor efforts under the material reservation.
- 6.9 NAVSEA Standard text C-217-H005 GROWTH AND NEW WORK (NAVSEA JAN 2019) is not applicable to the following CLINs: **0044 – 0086**.

7 ACCOUNTABILITY OF SMALL DOLLAR VALUE GROWTH ITEMS

- 7.1 For accountability of the Small Dollar Value Growth (SDVG) items, in addition to the specific requirements of the job order or contract, the Contractor shall accomplish the following:
- 7.2 Once parties have agreed the value of the work identified is \$25,000, or less, the Contractor, SUPERVISOR and Contracting Officer shall sign the GMR authorizing the work at the price identified in Section B, Note E. The Contractor shall provide the estimated start date. No work will be authorized prior to the Contracting Officer's signature.

7.3 Submit one legible copy, in approved transferrable media, of a weekly report listing all SDVG items tasked to the SUPERVISOR.

7.3.1 The report shall contain the following: Work Item number; GMR number; total original quantities of SDVG occurrences obligated under each CLIN; the quantities and occurrences tasked; and the remaining balances allocated by CLIN.

7.4 A TDL will be issued on a weekly basis to adjudicate all authorized SDVG occurrences in order to permit the Contractor to invoice progress against the total amount allocated under each CLIN.

7.5 The Contractor shall submit one legible copy, in approved transferrable media, of a final report no later than five (5) days after completion of the availability to the SUPERVISOR.

7.5.1 The report shall contain the same information specified in Section C, paragraph 7.3.1.

7.6 The requirements listed in the SDVG CLINs are hereby included as part of this contract. Therefore, they are subject to the provisions, terms, conditions and clauses of this contract and the M(SRA)/ABR.

7.7 In the event the quantity of occurrences for SDVG items is depleted, the SDVG process shall revert to the LOE to Completion process for remaining growth.

7.8 Once the scope of work for a task has been listed and agreed to, neither party will be entitled to an adjustment based on actual labor hours or material dollars required.

8 ACCOUNTABILITY OF RESERVE GROWTH

8.1 The LOE to Completion CLINS will be administered separately than the reserve growth embedded in the individual work items in the work package.

8.2 The Contractor shall provide an estimate of labor hours and material dollars on Reservation Task Request/Control Form (RTR Control Form), entering the date and estimate of labor and material, and deliver the estimate to the SUPERVISOR, with all applicable documentation identified in Section C, paragraph 1.11.

8.2.1 All work to be accomplished must be within the scope of the specific Work Item identifying the RTR.

8.3 The SUPERVISOR shall review the estimate submitted and, if in agreement, shall sign the signature line designated as "RMC/NSA Authorization Agreement to Quote." The Contractor shall then sign the signature line designated as "Contractor Obligation/Agreement to Quote" and provide the estimated start date. The ACO shall then be the final signatory, providing authorization for the Contractor to start work.

8.3.1 If there is a discrepancy between the Contractor's estimate and the Government's position, the labor hours and material dollars shall be negotiated immediately, prior to any authorization of work. The negotiated labor hour and material dollars shall then be entered in the provided "Revised Estimate" block with the required signatures identified in Section C, paragraph 8.3.

8.4 Submit one legible copy, in approved transferrable media, of a weekly report listing all RTR Work Items to the SUPERVISOR.

8.4.1 The report shall contain the following: work item number; RTR Control Form number; RTR paragraph number; the labor hour and material dollars negotiated for each tasking; and the remaining labor hour and material balances allocated by Work Item.

8.5 Submit one legible copy, in approved transferrable media, of a final report no later than five (5) days after completion of the availability to the SUPERVISOR.

8.5.1 The report shall contain the same information specified in Section C, paragraph 8.4.1 above.

8.6 The RTR labor hours and material dollar requirements, listed in the individual Work Items 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 M(SRA)/ABR.

8.7 The labor hour reservation shall include Prime Contractor efforts only. Material dollars shall be based on the Contractor's actual costs to acquire materials and subcontractors will be considered other direct costs and deducted from the material ceiling.

8.8 The balance of labor hours and materials remaining in the RTR items after negotiations have concluded, and it is evident that no additional work will be tasked, is subject to a decrease change order.

8.9 The information received in the consolidated final report of Section C, paragraph 8.5 will be used by the Contracting Officer in the issuance of one contract modification, which will be a final settlement for all RTR Work Items.

8.10 The reservations listed in the individual work items are not to be considered Time and Material or LOE to Completion. Once the scope of work for a RTR has been listed and the number of labor hours and amount of materials has been agreed to, neither party will be entitled to an adjustment based on the actual labor hours or material dollars required.

CLAUSES INCORPORATED BY FULL TEXT

C-202-H001 ADDITIONAL DEFINITIONS-BASIC (NAVSEA) (OCT 2018)

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

(b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.

(c) 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.

(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.

(End of text)

C-204-H002 IMPLEMENTATION OF ENHANCED SECURITY CONTROLS ON SELECT DEFENSE INDUSTRIAL BASE PARTNER NETWORKS (NAVSEA) (JAN 2020)

1. System Security Plan and Plans of Action and Milestones (SSP/POAM) Reviews

a) Within thirty (30) days of contract award, the Contractor shall make its System Security Plan(s) (SSP(s)) for its covered contractor information system(s) available for review by the Government at the contractor's facility. The SSP(s) shall implement the security requirements in Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.204-7012, which is included in this contract. The Contractor shall fully cooperate in the Government's review of the SSPs at the Contractor's facility.

b) If the Government determines that the SSP(s) does not adequately implement the requirements of DFARS clause 252.204-7012 then the Government shall notify the Contractor of each identified deficiency. The Contractor shall correct any identified deficiencies within thirty (30) days of notification by the Government. The contracting officer may provide for a correction period longer than thirty (30) days and, in such a case, may require the Contractor to submit a plan of action and milestones (POAM) for the correction of the identified deficiencies. The Contractor shall immediately notify the contracting officer of any failure or anticipated failure to meet a milestone in such a POAM.

c) Upon the conclusion of the correction period, the Government may conduct a follow-on review of the SSP(s) at the Contractor's facilities. The Government may continue to conduct follow-on reviews until the Government determines that the Contractor has corrected all identified deficiencies in the SSP(s).

d) The Government may, in its sole discretion, conduct subsequent reviews at the Contractor's site to verify the information in the SSP(s). The Government will conduct such reviews at least every three (3) years (measured from the date of contract award) and may conduct such reviews at any time upon thirty (30) days' notice to the Contractor.

2. Compliance to NIST 800-171

a) The Contractor shall fully implement the CUI Security Requirements (Requirements) and associated Relevant Security Controls (Controls) in NIST Special Publication 800-171 (Rev. 1) (NIST SP 800-171), or establish a SSP(s) and POA&Ms that varies from NIST 800-171 only in accordance with DFARS clause 252.204-7012(b)(2), for all covered contractor information systems affecting this contract.

b) Notwithstanding the allowance for such variation, the contractor shall identify in any SSP and POA&M their plans to implement the following, at a minimum:

(1) Implement Control 3.5.3 (Multi-factor authentication). This means that multi-factor authentication is required for all users, privileged and unprivileged accounts that log into a network. In other words, any system that is not standalone should be required to utilize acceptable multi-factor authentication. For legacy systems and systems that cannot support this requirement, such as CNC equipment, etc., a combination of physical and logical protections acceptable to the Government may be substituted;

(2) Implement Control 3.1.5 (least privilege) and associated Controls, and identify practices that the contractor implements to restrict the unnecessary sharing with, or flow of, covered defense information to its subcontractors, suppliers, or vendors based on need-to-know principles;

(3) Implement Control 3.1.12 (monitoring and control remote access sessions) - Require monitoring and controlling of remote access sessions and include mechanisms to audit the sessions and methods.

(4) Audit user privileges on at least an annual basis;

(5) Implement:

i. Control 3.13.11 (FIPS 140-2 validated cryptology or implementation of NSA or NIST approved algorithms (i.e. FIPS 140-2 Annex A: AES or Triple DES) or compensating controls as documented in a SSP and POAM); and,

ii. NIST Cryptographic Algorithm Validation Program (CAVP) (see <https://csrc.nist.gov/projects/cryptographic-algorithm-validation-program>);

(6) Implement Control 3.13.16 (Protect the confidentiality of CUI at rest) or provide a POAM for implementation which shall be evaluated by the Navy for risk acceptance.

(7) Implement Control 3.1.19 (encrypt CUI on mobile devices) or provide a plan of action for implementation which can be evaluated by the Government Program Manager for risk to the program.

3. Cyber Incident Response

a) The Contractor shall, within fifteen (15) days of discovering the cyber incident (inclusive of the 72-hour reporting period), deliver all data used in performance of the contract that the Contractor determines is impacted by the incident and begin assessment of potential warfighter/program impact.

b) Incident data shall be delivered in accordance with the Department of Defense Cyber Crimes Center (DC3) Instructions for Submitting Media available at http://www.acq.osd.mil/dpap/dars/pgi/docs/Instructions_for_Submitting_Media.docx. In delivery of the incident data, the Contractor shall, to the extent practical, remove contractor-owned information from Government covered defense information.

c) If the Contractor subsequently identifies any such data not previously delivered to DC3, then the Contractor shall immediately notify the contracting officer in writing and shall deliver the incident data within ten (10) days of identification. In such a case, the Contractor may request a delivery date later than ten (10) days after identification. The contracting officer will approve or disapprove the request after coordination with DC3.

4. Naval Criminal Investigative Service (NCIS) Outreach

The Contractor shall engage with NCIS industry outreach efforts and consider recommendations for hardening of covered contractor information systems affecting DON programs and technologies.

5. NCIS/Industry Monitoring

a) In the event of a cyber incident or at any time the Government has indication of a vulnerability or potential vulnerability, the Contractor shall cooperate with the Naval Criminal Investigative Service (NCIS), which may include cooperation related to: threat indicators; pre-determined incident information derived from the Contractor's infrastructure systems; and the continuous provision of all Contractor, subcontractor or vendor logs that show network activity, including any additional logs the contractor, subcontractor or vendor agrees to initiate as a result of the cyber incident or notice of actual or potential vulnerability.

b) If the Government determines that the collection of all logs does not adequately protect its interests, the Contractor and NCIS will work together to implement additional measures, which may include allowing the installation of an appropriate network device that is owned and maintained by NCIS, on the Contractor's information systems or information technology assets. The specific details (e.g., type of device, type of data gathered, monitoring period) regarding the installation of an NCIS network device shall be the subject of a separate agreement negotiated between NCIS and the Contractor. In the alternative, the Contractor may install network sensor capabilities or a network monitoring service, either of which must be reviewed for acceptability by NCIS. Use of

this alternative approach shall also be the subject of a separate agreement negotiated between NCIS and the Contractor.

c) In all cases, the collection or provision of data and any activities associated with this statement of work shall be in accordance with federal, state, and non-US law.

(End of Text)

C-211-H001 ACCESS TO THE VESSEL(S) (NAVSEA) (OCT 2018)

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.

(End of text)

C-211-H004 HEAVY WEATHER PLAN (NAVSEA) (OCT 2018)

(a) In order to ensure that Naval vessel(s), material and Government property are protected during destructive weather such as gales, storms, hurricanes, high winds, heavy snow, ice and high water, 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 dated 18 November 2016. A copy of Standard Item (SI) 009-69 can be obtained from via the internet by going to:

<http://www.navsea.navy.mil/Home/RMC/CNRM/OurPrograms/SSRAC/NSI/> and selecting the NAVSEA Standard Items (NSI) tab then select the applicable FY standard item link and then select SI 009-69. In accordance with SI 009-69, the Contractor shall furnish to the cognizant Regional Maintenance Center (RMC), a copy of such HWP, and shall make such changes in the plan as the RMC considers necessary and reasonable to protect and care for vessel(s), material and Government property.

(b) In the event the RMC 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.

(End of text)

C-211-H005 PLANT PROTECTION (NAVSEA) (OCT 2018)

(a) In accordance with NAVSEA STANDARD ITEM (SI) 009-72, (_____) the Contractor shall develop, maintain, and implement, as necessary, a Plant Protection Plan (_____) which prescribes the actions and procedures and

assigns responsibilities for actions to be taken to provide adequate protection of the ship(s) and the materials and equipment to be installed therein. A copy of SI 009-72 can be obtained from the purchasing office representative listed in Section G of the contract or via the internet by going to <http://www.navsea.navy.mil/Home/RMC/CNRM/OurPrograms/SSRAC/NSI/> and selecting the NAVSEA Standard Items (NSI) tab then select the applicable FY standard item link and then select SI 009-72.

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

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

(d) At the Supervisor's discretion, the Contractor and the Supervisor shall negotiate a cost rate agreement applicable to each level of increased Force Protection above the NORMAL level. In addition to material costs, the labor cost rates shall be negotiated using the contractor's and the Supervisor's accepted common business practices. The labor and material costs to the Contractor for all safeguards so required or approved shall, to the extent allowable and allocable to this contract, be reimbursed to the Contractor in the same manner as if the Contractor has furnished such safeguards pursuant to a change order issued under the clause of this contract entitled "Changes--Fixed Price" (FAR 52.243-1) or "Changes--Cost-Reimbursement" (FAR 52.243-2), as applicable. Such costs shall not include any allowance on account of overhead expense, except shop overhead charges incident to the construction or installation of such devices or equipment.

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

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

(End of text)

C-211-H010 TUG AND PILOT SERVICES (NAVSEA) (OCT 2018)

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.

(End of text)

C-211-H016 SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018)

(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 unless specifically identified below.

None

(End of text)

C-211-H017 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018)

The contractor may request that this contract be updated to include the current version of the applicable specification or standard if the update does 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 of its request to update by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

(End of text)

C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019)

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.

(End of text)

C-211-H019 COMMONALITY AND STANDARDIZATION (NAVSEA) (FEB 2022)

The Contractor shall develop and implement a Commonality and Standardization Plan, reducing range and increasing depth of like equipment, to enhance supportability, minimize life cycle costs, and increase system readiness and interoperability across ships/ship classes through the selection of equipment and components which are, to the maximum extent possible, (1) common for application within the LHA Class and (2) common with equipment/components currently installed in U.S. Navy ships. The Contractor shall utilize both Industry (e.g., the Common Parts Catalog) and Government (e.g., NAVSEA Enterprise Commonality Virtual Shelf and the Hull, Mechanical and Electrical Equipment Data Research System (HEDRS)) tools to implement its Commonality and Standardization Plan. For selecting Hull Mechanical and Electrical (HM&E) equipment/components, the Contractor shall utilize NAVSEA Enterprise Commonality Virtual Shelf before other tools, if the items meet the contract requirements. The Virtual Shelf is a web-based repository of HM&E equipment/components that meet cross-platform requirements and specifications and provide superior Total Ownership Cost (TOC). Information to gain access to the Virtual Shelf is located on the following web site: <https://www.pdrep.csd.disa.mil/>

(End of text)

C-211-H020 PROTECTION OF THE VESSEL (NAVSEA) (MAR 2019)

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

(b) Except as otherwise provided in contractually invoked technical specifications or NAVSEA furnished directives, while the vessel is at the Contractor's plant and when the temperature becomes as low as thirty-five degrees Fahrenheit, the Contractor shall assist the Government when requested in keeping all pipe-lines, fixtures, traps, tanks, and other receptacles on the vessel drained to avoid damage from freezing, or if this is not practicable, the vessel shall be kept heated to prevent such damage. The vessel's stern tube and propeller hubs shall be protected by the Contractor from frost damage by applied heat through the use of a salamander or other proper means.

(c) The work shall, whenever practicable, be performed in such manner as not to interfere with the work performed by military personnel attached to the vessel, and provisions shall be made so that personnel assigned shall have access to the vessel at all times, it being understood that such personnel will not unduly interfere with the work of the Contractor's workmen.

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

(End of Text)

C-215-H002 CONTRACTOR PROPOSAL (NAVSEA) (OCT 2018)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with the detailed obligations to which the Contractor committed itself in Proposal _____ dated _____ in response to Solicitation No. N00024-22-R-4403.

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

(End of text)

C-217-H005 GROWTH AND NEW WORK (NAVSEA) (JAN 2019)

(a) The Contractor is required to notify the Contracting Officer via email regarding growth and new work within 30 days of discovery:

(1) of any apparent errors or omissions in the contract (SF 33, specifications, drawings, etc.); and,

(2) of any/all conflicts between the contract package and actual conditions observed during ship check(s) and/or contract execution.

(b) Growth work is synonymous with over and above work, which is described in DFARS 252.217-7028, Over and Above Work and it provides the process for adjudication.

(c) New work is distinguished from over and above work and is outside the scope of the competitively procured requirement. New work will be approved in accordance with FAR Part 6 and associated policies and procedures.

(d) The Government will NOT negotiate modifications to increase the contract price to address errors or omissions to the contract package which were reasonably apparent to the contractor prior to proposal submission.

(End of Text)

C-222-H001 ACCESS TO THE VESSELS BY NON-U.S. CITIZENS (NAVSEA) (APR 2019)

(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 5510.2D.

(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 ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

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

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

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

(g) The same restriction as in paragraph (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.

(End of text)

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

(b) 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.

(c) 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:

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

(i) 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 by the Contractor to be equally effective.

(ii) 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]

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

(i) 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.

(ii) 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 CFR 1910.133 Protective eye and face devices.]

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

(i) 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.

(ii) 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.]

(End of text)

(a) Definitions. As used in this text:

Article means a manufactured item other than a fluid or particle: (i) which is formed to a specific shape or design during manufacture; (ii) which has end use function(s) dependent in whole or in part upon its shape or design during end use; and (iii) which under normal conditions of use does not release more than very small quantities, e.g., minute or trace amounts of a hazardous chemical, and does not pose a physical hazard or health risk to employees.

Boundary of containment means a continuous tight seal (barrier) to prevent the release of functional mercury during normal operation and maintenance. Examples include the exterior of a fluorescent lamp, glass capsule of a mercury switch, and container for mercury reagents. A double boundary of containment consists of two independent seals.

Functional mercury means mercury or mercury compound(s) contained in equipment that is required for the equipment to operate properly, such as that found in mercury switches, fluorescent lamps, flat-panel monitors, thermostats, thermostat probes, small coin type batteries, barometers, and dental amalgams.

Hardware means any article, container, piece of material, individual part, subassembly, assembly, component, or system to which mercury control requirements apply.

Mercury-free means hardware that does not contain functional mercury and is not contaminated by mercury or mercury compounds.

Portable means items that are frequently transported during normal operation. Desk lamps, shop lights, and hand-held instruments are considered portable, while bulbs in stationary light fixtures are not. In general, items that require transport only during maintenance, installation, and removal of the items are not considered portable.

(b) The Contractor, and all subcontractors and vendors, shall ensure that mercury or mercury containing compounds are not intentionally added to, or come in direct contact with, hardware or supplies furnished under this contract.

(1) The Contractor shall ensure that mercury and mercury compounds are not taken onboard naval vessels by Contractor, subcontractor, or vendor personnel except for functional mercury used in batteries, dental amalgams, fluorescent lamps, flat-panel monitors, required instruments, sensors or controls, weapon systems, and chemical analysis reagents specified by the Naval Sea Systems Command (NAVSEA).

(2) Portable fluorescent lamps and portable instruments containing elemental mercury must be shock-proof in accordance with MIL-DTL-901E entitled Requirements for Shock Tests, H.I. (High Impact) Shipboard Machinery, Equipment, and Systems and have mercury enclosed by a double boundary of containment. Some devices with liquid crystal display (LCD) screens utilize a fluorescent bulb backlight to illuminate the LCD screen. No additional restrictions or controls apply to devices with LCD screens; however, the Contractor shall remove the LCD screen and seal it in plastic following any evidence that the backlight failed.

(3) For Submarines, any use of mercury containing items must be approved as required by the Nuclear Powered Submarine Atmosphere Control Manual (S9510-AB-ATM-010/U) Volume 1.

(4) The Contractor shall ensure that mercury and mercury compounds do not contact hardware surfaces in systems covered by NAVSEA Manual NAVSEA 0989-064-3000 entitled Cleanliness Requirements for Nuclear Propulsion Plant Maintenance and Construction, submarine air systems, level I systems per NAVSEA Publication 0948-LP-045-7010, NAVSEA Material Control Standard, or the submarine safety program (SUBSAFE) surfaces during maintenance or repair. Such hardware is designated as mercury-free. The Contractor shall ensure that all other hardware that could be structurally degraded by contamination with elemental mercury or reactive mercury compounds is separated from it by sufficient distance, or boundaries of containment that effectively prevents contact in all but the most extreme circumstances.

(5) The Contractor shall check any hardware surfaces in the above systems which are known or suspected to have come in contact with mercury or mercury compounds for evidence of structural degradation and external mercury contamination. The existence of external mercury contamination can be determined following MIL-STD-2041D entitled Control of Detrimental Materials.

(6) The presence of mercury in a product may be determined by checking product labeling on material safety data sheets or safety data sheets. Chemical analysis is not required.

(7) The Contractor shall dispose of any mercury and mercury compounds in accordance with OPNAV Manual (OPNAV M-5090.1) entitled Environmental Readiness Program Manual of 10 January 2014.

(8) If the use of mercury or mercury compounds cannot be avoided, a risk assessment and waiver request, if required, must be performed and submitted per the NAVSEA Hazardous Material Avoidance Process (T9070-AL-DPC-020/077-2). For systems covered by the NAVSEA Manual NAVSEA 0989-064-3000 entitled Cleanliness Requirements for Nuclear Propulsion Plant Maintenance and Construction, submit the risk assessment and waiver request, if required to Nuclear Propulsion (NAVSEA 08).

(c) In all cases where mercury or a mercury compound has contacted hardware surfaces required to be mercury-free the Contractor shall immediately provide a report to the NAVSEA Dry Environmental Systems and Hazardous Materials (NAVSEA 05P5) via the cognizant contract administration safety office. Reports concerning systems covered by NAVSEA Manual 0989-064-3000 must include NAVSEA Nuclear Propulsion Directorate (SEA 08) in the distribution. Reports must be in letter form and include the date and details of the contact, the surfaces contacted, the recovery actions taken, and the status of the affected surfaces.

(End of Text)

C-223-H004 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NAVSEA) (MAR 2019)

(a) General

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

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

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

(b) Identification of Hazardous Wastes – Attachment J-1 of this contract identifies the types and amounts of hazardous wastes that are required to be removed by the Contractor, or that are expected to be generated, during the performance of work under this contract.

(c) Generator Identification Numbers

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

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

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

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

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

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

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

(End of Text)

C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018)

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

(End of Text)

C-228-H001 INDEMNIFICATION FOR ACCESS TO VESSEL (NAVSEA) (DEC 2018)

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.

(End of text)

C-228-H002 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (JAN 2019)

(a) In accordance with the clause(s) of this contract entitled "Insurance--Work On a Government Installation" (FAR 52.228-5) and "Liability and Insurance" (DFARS 252.217-7012), as applicable, the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

(i) Workers' compensation and employer's liability coverage shall be at least \$100,000, except as provided in FAR 28.307-2(a), if applicable

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

(iii) 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.

(b) To be approved by the Contracting Officer, insurance certificates must include the following cancellation policy statement: Prior to cancellation or material change in coverage, the contractor shall give 30 days written notice to the Contracting Officer.

(c) Physical work cannot begin until the insurance certificate has been approved by the Contracting Officer. Failure to provide an acceptable insurance certificate will not remove the contractor's responsibility to meet the delivery requirements outlined in Section F and FAR 52.211-11, Liquidated Damages – Supplies, Services, or Research and Development, if applicable.

(End of text)

C-233-H002 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT--ALTERNATE I (NAVSEA) (JUL 2019)

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

- (b) Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect of a change made pursuant to a written order designated as a "change order" or in respect of a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect of any other act or omission to act on the part of the Government, the proposal supporting such request shall include 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 identifiable 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 identifiable 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 which is substituted or added by the change. A list of identifiable 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 disruption attributable solely to the change; which description shall include the following information:
 - (i) Description of each identifiable element of disruption and how work has been, or may be, disrupted;
 - (ii) The calendar period of time during which disruption occurred, or may occur;
 - (iii) Area(s) of the Contractor's operations where disruption occurred, or may occur;
 - (iv) Trade(s) or functions disrupted, with a breakdown of manhours and material for each trade or function;
 - (v) Scheduling of trades before, during, and after period of disruption insofar as such scheduling may relate to or be affected by the estimated disruption;
 - (vi) Description of any measures taken to lessen the disruptive effect of the change;
 - (6) Delay in delivery attributable solely to the change;
 - (7) Other work or increased costs attributable to the change;
 - (8) Supplementing the foregoing, a narrative statement of the nature of the alleged Government act or omission, when the alleged Government act or omission occurred, and the "causal" relationship between the alleged Government act or omission and the claimed consequences thereof, cross-referenced to the detailed information provided as required above.
- (c) Each proposal submitted in accordance with this requirement shall include a copy of the Contractor's ship's labor budget at the cost level in effect as of the date the event began, the cost incurred at the cost level as of the same date, and the proposed effect of the change at the cost class level.
- (d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in subparagraphs (b)(1) through (b)(8) above, or that the Contractor may not reasonably be able to furnish complete information on all of the factors listed in subparagraph (b)(1) through (b)(8) above. Accordingly, the

Contractor is only required to set forth in its request for equitable adjustment information with respect to those factors which are relevant to the individual request for equitable adjustment, or in the level of detail which is reasonably available to the Contractor.

- (e) In addition to any information required under paragraph (b) above, each proposal submitted in support of a claim for equitable adjustment, under any requirement of this contract, in an amount which requires certified cost or pricing data, shall contain such cost or pricing data as the Contracting Officer shall require with respect to each individual claim item, and 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, with the information submitted pursuant to subparagraphs (b)(1) through (b)(8) hereof.

(End of text)

C-233-H003 EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (OCT 2018)

(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 clause entitled "Notification Of Changes", 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.

(End of text)

C-242-H001 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (OCT 2018)

(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 \$1,000 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.

(End of text)

C-245-H004 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT--BASIC (NAVSEA) (MAY 2019)

- (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 identified in an attachment in Section J. The Government shall furnish only the GFI identified in an attachment in Section J. 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 as follows:
- (1) The Contracting Officer may at any time by written order:
 - (i) delete, supersede, or revise, in whole or in part, data identified in an attachment in Section J; or
 - (ii) add items of data or information to the attachment identified in Section J; or
 - (iii) establish or revise due dates for items of data or information in the attachment identified in Section J.
 - (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 amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.
- (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 identified in an attachment in Section J, 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 <https://assist.dla.mil/online/start/>; 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.

(End of text)

(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

(End of text)

C-245-H009 DISPOSAL OF SCRAP (NAVSEA) (JAN 2019)

(a) All Government scrap resulting from accomplishment of work under this contract 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 clause of this contract entitled "Performance" (DFARS 252.217-7010) or any Government Property clause, nor does it relieve the Contractor of any other requirement under such clauses.

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

C-245-H010 GOVERNMENT SURPLUS PROPERTY (NAVSEA) (JAN 2019)

No former Government surplus property or residual inventory resulting from terminated Government contracts shall be furnished under this contract unless such property is approved in writing by the contracting officer. The Contractor agrees that all such property shall comply in all respects with the specifications contained herein.

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

C-246-H003 LIMITATION OF LIABILITY--HIGH VALUE ITEMS (NAVSEA) (OCT 2018)

The following items are subject to the clause of this contract entitled "Limitation of Liability--High Value Items" (FAR 52.246-24 Alternate I):

<u>CLIN</u>
<u>0001-0086</u>

(End of text)

C-246-H004 COMMAND INSPECTION OF BERTHING FACILITIES (NAVSEA) (JAN 2019)

(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 providing berthing facilities*) 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.

(End of text)

C-251-H001 ACCESS TO THE NAVY SUPPLY SYSTEM (NAVSEA) (OCT 2018)

(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 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, equipment, or other supplies obtained including any surcharges normally charged to any other Naval Supply System user.

(c) This contract 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, equipment 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, equipment, or other supplies ordered 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, equipment, 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.

(End of text)

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-211-H001 PACKAGING OF DATA (NAVSEA) (OCT 2018)

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 incorporating Change 2 dated 18 May 2016.

(End of text)

D-211-H002 MARKING OF REPORTS (NAVSEA) (OCT 2018)

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) sponsor:

CAPT Matthew L. Tardy, Program Manager

(Name of Individual Sponsor)

Deputy Commander for Surface Warfare, SEA 21

(Name of Requiring Activity)

Washington Navy Yard, DC

(City and State)

(End of text)

D-247-H005 MARKING AND PACKING LIST(S) – ALTERNATE I (NAVSEA) (OCT 2018)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129R with Change 1 dated 24 May 2018.

(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.

(End of text)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
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0069	Destination	Government	Destination	Government
0070	Destination	Government	Destination	Government
0071	Destination	Government	Destination	Government
0072	Destination	Government	Destination	Government
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0075	Destination	Government	Destination	Government
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0080	Destination	Government	Destination	Government
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0085	Destination	Government	Destination	Government
0086	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-11	Higher-Level Contract Quality Requirement	DEC 2014
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

E-246-H010 TESTS AND TRIALS--BASIC (NAVSEA) (OCT 2018)

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.

(End of text)

E-246-H013 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (OCT 2018)

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

(End of text)

E-246-H016 INSPECTION AND ACCEPTANCE OF F.O.B. DESTINATION DELIVERIES (NAVSEA) (OCT 2018)

Item(s) 0001-0086 - Inspection and acceptance shall be made at destination by a representative of the Government.

(End of text)

E-246-H020 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (OCT 2018)

The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ASQ/ANSI/ISO 9001:2015 "Quality Management Systems – Requirements" 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 flow down such standards, as applicable, to lower-tier subcontractors under instances covered in FAR 52.246-11(b) or at the direction of the Contracting Officer. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

(End of text)

E-246-H022 INSPECTION AND TEST RECORDS (NAVSEA) (JAN 2019)

Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness. The data shall, on request, be identified and made available for on-site review by the Contracting Officer or designated Government representative.

(End of text)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	08-FEB-2024	1	SOUTHWEST REGIONAL MAINTENANCE CENTER DEBORAH FULBRIGHT 401 W 8TH STREET (BLDG 3155) GATE 38, EAST SIDE, BAY DR 20 NATIONAL CITY CA 91950 619-556-6570 FOB: Destination	N55236
0002	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0003	N/A	N/A	N/A	N/A
0004	08-FEB-2024	1	SOUTHWEST REGIONAL MAINTENANCE CENTER DEBORAH FULBRIGHT 401 W 8TH STREET (BLDG 3155) GATE 38, EAST SIDE, BAY DR 20 NATIONAL CITY CA 91950 619-556-6570 FOB: Destination	N55236
0005	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0006	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0007	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0008	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0009	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0010	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0011	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236

0012	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0013	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0014	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0015	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0016	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0017	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0018	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0019	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
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0021	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
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0030	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0031	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
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0044	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0045	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
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0048	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0049	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0050	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0051	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0052	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0053	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0054	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0055	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
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0059	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0060	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0061	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0062	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0063	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0064	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0065	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236

0066	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0067	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0068	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0069	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0070	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
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0073	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0074	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0075	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
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0079	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0080	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0081	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0082	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
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0086	08-FEB-2024	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236

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

F-247-H001 DELIVERY OF DATA (NAVSEA) (OCT 2018)

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

(End of Text)

F-247-H004 RESTRICTIONS FOR SHIPPING TO MILITARY AIR OR WATER PORT/ TERMINAL (NAVSEA) (OCT 2018)

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

(End of text)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

52.246-26	Reporting Nonconforming Items.	NOV 2021
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018

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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	TBD
Issue By DoDAAC	N00024
Admin DoDAAC**	TBD
Inspect By DoDAAC	TBD
Ship To Code	TBD
Ship From Code	*
Mark For Code	*
Service Approver (DoDAAC)	TBD

Service Acceptor (DoDAAC)	*
Accept at Other DoDAAC	*
LPO DoDAAC	*
DCAA Auditor DoDAAC	*
Other DoDAAC(s)	*

(*) To be filled in at Contract Award if applicable.

(*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)

G-232-H005 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (JAN 2019)

(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 sub line item number (SLIN) or CLIN level, rather than at the total contract/TO level, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by technical instruction (TI), SLIN, or CLIN level. For other than firm fixed price subcontracts, 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 and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and COR; or other method as agreed to by the Contracting Officer.

(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 Contracting Officer on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and Contracting Officer email notification as required herein.

(End of text)

G-242-H001 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES (NAVSEA) (OCT 2018)

(a) The Government reserves the right to administratively substitute any of the points of contact listed below at any time.

(b) The contracting officer is the only person authorized to change this contract or orders issued thereunder. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. If, in the opinion of the contractor, an effort outside the existing scope of this contract is requested, the contractor shall promptly comply with the Notification of Changes clause of this contract.

(c) The points of contact are as follows:

(i) The Procuring Contracting Officer (PCO) is:

Name: CDR Jonathan Pagnucco
Address:
1333 Isaac Hull Avenue S.E.
Washington Navy Yard, D.C. 20736
Phone: (202) 781- 1024;
E-mail: jonathan.p.pagnucco.mil@us.navy.mil

(ii) The Contract Specialist is:

Name: Derek Shirley
Address:
1333 Isaac Hull Avenue S.E.
Washington Navy Yard, D.C. 20736
Phone: (202) 781- 3932;
E-mail: derek.s.hirley.civ@us.navy.mil

(iii) The Administrative Contracting Officer (ACO) is:

Name: [*]
Address:
[*Street]
[*City, State, Zip]
Phone: (Area Code) xxx- [xxxx];
E-mail: [*]

(d) The Contracting Officer's Representative (COR) is the contracting officer's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter, which provides a delineation of COR authority and responsibilities, will be provided upon award of this contract.

The Contracting Officer's Representative (COR) is:

Name: [*]

Address:

[*Street]

[*City, State, Zip]

Phone: (Area Code) xxx- [xxxx]; FAX: (Area Code) xxx- [xxxx]

E-mail: [*]

(e) The Alternate Contracting Officer's Representative (ACOR) is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the contracting officer; a copy of the ACOR appointment will be provided upon award of this contract.

The Alternate Contracting Officer's Representative (ACOR) is:

Name: [*]

Address:

[*City, State, Zip]

Phone: (Area Code) xxx- [xxxx]; FAX: (Area Code) xxx- [xxxx]

E-mail: [*]

(f) The Technical Point of Contact (TPOC) is the contracting officer's representative for technical matters when a COR is not appointed. The TPOC is responsible for technical issues of contract administration, such as providing all items of Government Furnished Information (GFI), Government Furnished Material (GFM) and Government Furnished Equipment (GFE) if specified in the contract as well as the inspection and acceptance of all contract deliverables.

The Technical Point of Contact (TPOC) is:

Name: [*]

Address: [*Street]

[*City, State, Zip]

Phone: (Area Code) xxx- [xxxx]; FAX: (Area Code) xxx- [xxxx]

E-mail: [*]

(g) The Alternate Technical Point of Contact (ATPOC) is responsible for TPOC responsibilities and functions in the event that the TPOC is unavailable due to leave, illness, or other official business.

The Alternate Technical Point of Contact (ATPOC) is:

Name: [*]

Address:

[*City, State, Zip]

Phone: (Area Code) xxx- [xxxx]; FAX: (Area Code) xxx- [xxxx]

E-mail: [*]

(h) The Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

The Ombudsman is:

Name: [*]

Address:

[*Street]
[*City, State, Zip]
Phone: (Area Code) xxx- [xxxx];
E-mail: [*]

(i) The Authorized Ordering Person(s) for Per-Call Maintenance is responsible for issuing and maintaining records for any per-call orders for remedial maintenance placed under this contract. No per-call order shall be placed outside the scope of this contract and the cumulative total of all orders shall not be in excess of any not-to-exceed amount specified in the contract. Per-call orders shall not, in any way, modify any terms and conditions of the contract.

(j) The Authorized Ordering Person(s) for Per-Call Maintenance is:

Name: [*]
Address:
[*Street]
[*City, State, Zip]
Phone: (Area Code) xxx- [xxxx];
E-mail: [*]

(k) The Contractor's point of contact for performance under this contract is:

Name: [*]
Title: [*]
Address:
[*Street]
[*City, State, Zip]
Phone: (Area Code) xxx- [xxxx]; FAX: (Area Code) xxx- [xxxx]
E-mail: [*]

[*] To be completed at contract award

(End of text)

G-242-H002 HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) (JUL 2021)

(a) The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the [insert activity name]. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor's expense with no cost or liability to the U.S. Government.

(b) The federal Government observes public Holidays that have been established under 5 U.S.C. 6103. The actual date of observance for each of the holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link:

<https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>.

(c) Delayed Opening, Early Dismissal and Closure of Government Facilities. When a Government facility has a delayed opening, is closed or Federal employees are dismissed early (due to severe weather, security threat, security exercise, or a facility related problem) that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for such time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to

remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal, delayed opening, or during periods of inclement weather, onsite contractors should monitor the OPM website as well as radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

(d) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors shall continue working established work hours or take leave in accordance with parent company policy. Those contractor employees who take leave shall not direct charge the non-working hours to the contract. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and the company's established policy and procedures. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy and procedures.

(End of text)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-209-H004 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (DEC 2018)

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

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

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government:

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

(2) any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

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

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

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

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

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

(j) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(k) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(l) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(m) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(n) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

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

(End of text)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	NOV 2021
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11 (Dev)	Price Reduction for Defective Certified Cost or Pricing Data--Modifications (DEVIATION 2022-O0001)	OCT 2021
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-14	Integrity of Unit Prices	NOV 2021
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997

52.215-21	Requirements for Certified Cost or Pricing Data and Data	NOV 2021
	Other Than Certified Cost or Pricing Data -- Modifications	
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	SEP 2021
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9 Alt II	Small Business Subcontracting Plan (NOV 2021) Alternate II	NOV 2016
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.219-28	Post-Award Small Business Program Rerepresentation	SEP 2021
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2022
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	DEC 2021
52.223-3	Hazardous Material Identification And Material Safety Data	FEB 2021
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 2016
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations	JUN 2020
52.227-1	Authorization and Consent	JUN 2020
52.227-1 Alt II	Authorization and Consent (JUN 2020) - Alternate II	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.230-2	Cost Accounting Standards	JUN 2020
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16 Alt II	Progress Payments (NOV 2021) Alternate II	APR 2003
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017

52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Products and Commercial Services	JAN 2022
52.245-1 Alt I	Government Property (SEP 2021) Alternate I	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-26	Reporting Nonconforming Items.	NOV 2021
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	JUN 2020
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.250-1	Indemnification Under Public Law 85-804	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7006	Passive Radio Frequency Identification	DEC 2019
252.211-7007	Reporting of Government-Furnished Property	MAR 2022
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.217-7003	Changes	DEC 1991
252.217-7004	Job Orders and Compensation	MAY 2006
252.217-7005	Inspection and Manner of Doing Work	JUL 2009
252.217-7006	Title	DEC 1991
252.217-7007	Payments	DEC 1991
252.217-7009	Default	DEC 1991
252.217-7010	Performance	JUL 2009
252.217-7011	Access to Vessel	DEC 1991
252.217-7012	Liability and Insurance	AUG 2003
252.217-7013	Guarantees	DEC 1991

252.217-7014	Discharge of Liens	DEC 1991
252.217-7015	Safety and Health	DEC 1991
252.217-7016	Plant Protection	DEC 1991
252.217-7028	Over And Above Work	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic	MAR 2022
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2020
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	DEC 2019
252.225-7012	Preference For Certain Domestic Commodities	MAR 2022
252.225-7013	Duty-Free Entry--Basic	MAR 2022
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain	DEC 2009
252.225-7021	Trade Agreements--Basic	MAR 2022
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009
252.225-7026	Acquisition Restricted to Products or Services from Afghanistan	SEP 2013
252.225-7027	Restrictions on Contingent Fees for Foreign Military Sales	APR 2003
252.225-7028	Exclusionary Policies And Practices Of Foreign Government	APR 2003
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	DEC 2006
252.225-7036	Buy American--Free Trade Agreements--Balance of Payments Program--Basic	MAR 2022
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	DEC 2018
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7020	Rights In Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.244-7001	Contractor Purchasing System Administration	MAY 2014

252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7006	Warranty Tracking of Serialized Items	MAR 2016
252.247-7023	Transportation of Supplies by Sea	FEB 2019
252.251-7000	Ordering From Government Supply Sources	AUG 2012

CLAUSES INCORPORATED BY FULL TEXT

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)

(a) Definition. Commercially available off-the-shelf (COTS) item, as used in this clause--

(1) Means any item of supply (including construction material) that is--

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that--

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

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

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$372,701 (not to exceed 10% (5% for Small Business) of the awarded price of the availability, including Base and Option CLINs for milestone Contract Complete – Mission Ready Vessel Redelivered to Fleet) per calendar day of delay.

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

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

(End of clause)

52.217-7 VAR II OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989) (NAVSEA VARIATION II) (OCT 2018)

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

<u>FISCAL YEAR</u>	<u>ITEM</u>	<u>LATES OPTION EXERCISE DATE</u>
<u>FY23</u>	<u>0008-0086</u>	<u>14 February 2023</u>

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

(End of clause)

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III, DEFENSE PRODUCTION ACT
(SEPT 2016)

(a) Definitions.

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

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

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

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

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

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

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions.

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within two (2) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in

or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

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

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

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

(2) Countermand any communication regarded as a change;

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

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

(e) Equitable adjustments.

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

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

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

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

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

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2020)

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

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

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

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

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

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

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

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(*)

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

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

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

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

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

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

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

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

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

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

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

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(*) To be filled in at contract award.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

252.203-7004 DISPLAY OF HOTLINE POSTERS (AUG 2019)

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

United States 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

(ii) Via the internet at https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg.

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, D.C. 20301-1900, or is also available via the internet at <https://www.dodig.mil/Resources/Posters-and-Brochures/>.

(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 the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Defense Federal Acquisition Regulation Supplement 203.1004(b)(2)(ii) on the date of subcontract award, except when the subcontract is for the acquisition of a commercial item.

(End of clause)

252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)

(a) Definitions.

Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that--

- (1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);
- (2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and
- (3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that--

- (1) Consists of--
 - (i) A review of a contractor's Basic Assessment;
 - (ii) A thorough document review;
 - (iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and
 - (iv) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by the Government that--

- (1) Consists of--
 - (i) A review of a contractor's Basic Assessment;
 - (ii) A thorough document review; and
 - (iii) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "Medium" in the resulting score.

(b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, if necessary.

(d) Procedures. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to webptsmh@navy.mil for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) Accessibility.

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to webpmsmh@navy.mil for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2022)

(a) Definitions. As used in this clause-

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

Concatenated unique item identifier means--

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

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

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

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

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

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

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

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

Government's unit acquisition cost means--

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

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

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

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, 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 <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

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

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

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

Contract line, subline, or exhibit

line item No.	Item description
-----	-----
.....	-----

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

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

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

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable 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.

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

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

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

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

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

252.217-7008 BONDS (DEC 1991)

(a) If the solicitation requires an offeror to submit a bid bond, the Offeror may furnish, instead, an annual bid bond (or evidence thereof) or an annual performance and payment bond (or evidence thereof).

(b) If the solicitation does not require a bid bond, the Offeror shall not include in the price any contingency to cover the premium of such a bond.

(c) Even if the solicitation does not require bonds, the Contracting Officer may nevertheless require a performance and payment bond, in form, amount, and with a surety acceptable to the Contracting Officer. Where performance and payment bond is required, the offer price shall be increased upon the award of the job order in an amount not to exceed the premium of a corporate surety bond.

(d) If any surety upon any bond furnished in connection with a job order under this agreement fails to submit requested reports as to its financial condition or otherwise becomes unacceptable to the Government, the Contracting Officer may require the Contractor to furnish whatever additional security the Contracting Officer determines necessary to protect the interests of the Government and of persons supplying labor or materials in the performance of the work contemplated under the Master Agreement.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION JDOCUMENTS/EXHIBITS/ATTACHMENTS

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

<u>No.</u>	<u>Document</u>
Attachment S-1	RESERVED
Attachment S-2	Past Performance Contractor Performance Assessment Reporting System (CPARS) References
Attachment S-3	Pre-Proposal Information (PPI) Form
Attachment S-4	RESERVED
Attachment S-5	Eligibility Criteria Data Sheet
Attachment S-6	RESERVED
Attachment S-7	Proposal Assessment
Attachment S-8	RESERVED
Attachment S-9	Past Performance Questionnaire (PPQ)

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:

Attachment J-1	Specification Package TPPC-LHA7-SWRMC23-CN01 (through Errata 0001)
Attachment J-2	Work Item Plans, Drawings and Other References
Attachment J-3	Execution Milestones and Key Event Dates (Rev 1)
Attachment J-4	Pricing Workbook (Rev 1)
Attachment J-5	Quality Assurance Surveillance Plan
Attachment J-6	Subcontracting Plan (to be incorporated upon award)
Attachment J-7	Schedule Model Review
Attachment J-8	Government Furnished Material (GFM) List (Rev 1)
Attachment J-9	Compartment Closeout List (NSI 009-81) (Rev 1)
Attachment J-10	Open & Inspect List

Exhibit A Contract Data Requirements List (CDRL) (DD Form 1423) A001-A003, A005-A009, A011, A014, A016-A017) (Does not include A004, A0010, A012-A0013, or A015)

Exhibit B Contract Data Requirements List (CDRL) (DD Form 1423) B001-B009

Exhibit C Contract Data Requirements List (CDRL) (DD Form 1423) C001-C002

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.204-20	Predecessor of Offeror	AUG 2020
52.204-26	Covered Telecommunications Equipment or Services--Representation.	OCT 2020
52.219-1	Small Business Program Representations	SEP 2021
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)

(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 that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(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) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

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

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

(x) 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.

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(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.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

(xv) 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.

(xvi) 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 products or commercial services.

(xvii) 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.

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

(xix) 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.)

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

(xxi) 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 \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 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.

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

(xxiv) 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.

(xxv) 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.]

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

(ii) 52.204-20, Predecessor of Offeror.

(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.

FAR Clause	Title	Date	Change

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)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [____] will, [____] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [____] does, [____] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

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

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

(2) If the provision at FAR 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 (e) 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:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

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

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

(v) 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.

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

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

(viii) 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.]

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

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

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

____ Use with Alternate I.

____ (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.

____ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

____ (vii) 252.232-7015, Performance-Based Payments--Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website 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.

FAR/DFARS provision No.	Title	Date	Change

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)

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)

(a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at <https://www.acq.osd.mil/asda/dpc/cyber/safeguarding.html#nistSP800171>.

(c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to webptsmh@navy.mil for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved
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-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----
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(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

- (i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
- (ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.
- (iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

SECTION L - INSTRUCTIONS

Section L - Instructions, Conditions and Notices to Bidders

SECTION L - INSTRUCTIONS**INSTRUCTIONS TO OFFERORS****I. INTRODUCTION**

- A. This solicitation is a Request for Proposals (RFP) that will result in the award of a single Firm-Fixed-Price contract to complete the **USS TRIPOLI (LHA 7) SELECTED RESTRICTED AVAILABILITY (SRA)**.
- B. The Government intends to award a single Fixed-Price contract to the Offeror whose proposal represents the Best Value to the Government, utilizing trade off source selection procedures in accordance with FAR 15.101-1 and Section M of this solicitation.
- C. ALL INQUIRIES shall be made in writing and directed to **CDR Jonathan Pagnucco, Contracting Officer, and Derek Shirley, Contract Specialist, at derek.s.shirley.civ@us.navy.mil, and jonathan.p.pagnucco.mil@us.navy.mil**, respectively. To ensure the Government is able to adequately address and respond to Offeror pre-proposal information (PPI) via amendment, it is requested contractors submit no more than four sets of controlled questions.

The first controlled set of questions shall be submitted on or before 21 June 2022 before 11:59 pm, local time, Washington, DC. The second set of controlled questions shall be submitted on or before 28 June 2022, before 11:59 pm, local time, Washington DC. The third set of controlled questions shall be submitted on or before 05 July 2022 before 11:59 pm, local time, Washington DC. The fourth set of controlled questions shall be submitted on or before 12 July 2022 before 11:59 pm, local time, Washington DC. Each set of questions shall be submitted together in one attachment via email properly titled, "Contractor Name - Submission No. X (1, 2, or 3) as of date XX/XX/XXXX." Solicitation questions should reference the 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. Proposal due date shall not be extended solely on the basis of more than one request, extensive questioning, or requests received after this date and time.

Controlled Set of Bidders Questions	Due Date
Set 1	21 June 2022
Set 2	28 June 2022
Set 3	05 July 2022
Set 4	12 July 2022

Offerors shall not submit comments, questions, or inquiries to any Government representative other than the Contracting Officer and Contract Specialist identified herein.

Information contained in the Government's responses to bidder's question shall not supersede any information contained in the solicitation (including amendments). In the event of a discrepancy between a response to a bidder's question and the content of the solicitation, the solicitation shall take precedence.

The Government reserves the right to not answer any more than four sets of PPI requests per contractor, in accordance with the deadlines identified herein.

- D. **Estimated Award Date:** The Government anticipates making an award in December 2022.

- E. **Potential Prime Offeror's Negative Response:** The Government requests a negative response from any potential Prime Offeror who, after reviewing this solicitation, does not intend on submitting a proposal. Negative response are to be delivered to the Contracting Officer and Contract Specialist listed above NLT seven (7) business dates after solicitation release.

II. INSTRUCTIONS FOR THE SUBMISSION OF OFFERS

A. Proposal Due Date:

1. **All copies of proposals (Volumes I & II) shall be received by the Government via DoD SAFE no later than 12 August 2022 at 1400, local time, Washington DC.** Only electronic submittal of proposals via DoD SAFE will be permitted. Offerors shall notify the Contracting Officer and Contract Specialist requesting a pick-up request no later than three (3) business days (09 August 2022) prior to the proposal deadline. Late proposals WILL NOT be considered. Partial proposals or attachments WILL NOT be considered. Offerors are advised to consult FAR 15.208 related to timely receipt of proposals.
 - a) Offerors must provide a proposal valid for at least 180 calendar days (08 February 2023) from the proposal due date (12 August 2022). (Complete block 12 of the Standard Form (SF-33).

B. Directions for Electronic Submission of Proposals:

1. Offerors are instructed to submit proposals electronically via the DoD SAFE application located at <https://safe.apps.mil>.
2. Offerors wishing to submit a proposal in response to this notification shall notify the Contracting Officer and Contract Specialist noted as points of contact (POCs) on this solicitation no later than three (3) business days prior to the proposal deadline of this solicitation and no earlier than 14 calendar days prior to the proposal deadline. The Offeror shall provide its name and e-mail as contact information so the Government can generate a pick-up request from the DoD SAFE application to be sent to the Offeror, which is valid for 14 calendar days. Upon notification from the Offeror, either the Contract Officer or Contract Specialist will send a DoD SAFE pick-up request. The Offeror shall submit its proposal, and provide email confirmation of its submission to all POCs identified in paragraph I(D) above.
3. Offerors shall address their package with the RFP number and Offeror's company name. Offerors shall click the "Confirm Delivery" button within the DoD SAFE app in order to receive a confirmation of pick up by the Government. The DoD SAFE system records the time that files are submitted for transmission. The Offeror is responsible for ensuring that it drops off its proposals and generates a drop-off time prior to the proposal submission date and time. In the event of a dispute of proposal time submission, the pick-up e-mail with the system-generated drop off time within the body of the e-mail shall serve as the official time that the proposal was submitted to the Government. Late proposal submissions will be handled in accordance with FAR 52.215-1.
4. Proposals must be submitted as one .zip file per ship/proposal, formatted so that each Volume 1 Price Volume and each Volume 2 Technical Volume are submitted in separate file folders clearly marked. Each Volume shall be formatted with separate files submitted for each Factor
5. All files uploaded must be scanned to ensure that there are no computer viruses within the file. The files shall be in a format that is compatible with and capable of being opened in the most current Microsoft Office Suite or Adobe Acrobat. The proposal shall have separate files. All spreadsheets shall be in Microsoft Excel format such that each mathematical equation is obvious and traceable. No fields or documents shall be password protected. If files are compressed, the necessary decompression program must be included.
6. Proposal volumes shall be structured as follows:

<u>Proposal</u>	<u>Volume</u>	<u>Title</u>
USS TRIPOLI	TRI-1	USS TRIPOLI Price Volume
	TRI-2	USS TRIPOLI Technical Volume

III. GENERAL INFORMATION

A. Ship Checks:

1. The **USS TRIPOLI (LHA 7)** will not be available for ship check prior to the proposal submission due date. Potential Offerors may inspect the **USS MAKIN ISLAND (LHD 8)** in **San Diego, CA**, from **26 July 2022 to 28 July 2022**.
2. To schedule a ship check, Offerors shall email a "Request for Ship Check" to **CDR Jonathan Pagnucco** and **Derek Shirley** at jonathan.p.pagnucco.mil@us.navy.mil and derek.s.shirley.civ@us.navy.mil, respectively. Due to the ship location, additional information will be provided upon request.
3. Participants will be subject to security, safety, and other applicable regulations established by Southwest Regional Maintenance Center (SWRMC) and ship's Commanding Officers. Contractors conducting SWRMC related work efforts must visit SWRMC security website for latest forms and instructions at:
 - a) <http://www.navsea.navy.mil/Home/RMC/SWRMC/Visitor-Information/>
 - b) https://www.cnmc.navy.mil/regions/SWRMC/installations/ns_SWRMC/om/pass_and_id.html

B. Specifications and Associated Reference Documentation:

1. Upon request, the Government will provide the Specification Package Work Items and Work Item References.
2. Offerors may request solicitation attachments by submitting a request to:
 - a) CDR Jonathan Pagnucco at jonathan.p.pagnucco.mil@us.navy.mil, and
 - b) Derek Shirley at derek.s.shirley.civ@us.navy.mil
3. 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:
 - a) <https://jedmics.net/>
 - b) <https://mfom.sscno.nmci.navy.mil/MFOM/DoDStatement.aspx>
 - c) <https://nsedr.nnsy.navy.mil/>

C. Alteration of Solicitation

1. 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.

D. Proposal Information

1. Offerors shall not presume the Government has knowledge outside of information provided in the proposal. Additionally, Offerors are advised conclusory statements regarding an Offeror's experience 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 shall provide specific and concise information to validate all assertions.

E. Amendments

1. 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 SAM.gov website to view potential amendments and procurement notifications for this solicitation.

F. Teaming Arrangements

1. 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.

G. One-bid Situation

1. If the Government receives only one bid for solicitation **N00024-22-R-4403**, the Government reserves the right to require certified cost or pricing data in accordance with DFARS 252.215-7008. As identified by the Contracting Officer, additional cost or pricing data will be required in order to determine whether proposed pricing is fair and reasonable or to comply with the statutory requirements of certified cost or pricing data in accordance with 10 USC 2306(a) and FAR 15.403-4. The Offeror agrees to provide any additional data requested within 30 days of notification.

H. Notification of Use of Navy Support Contractors for Official Contract Files

1. NAVSEA currently utilizes support contractors from Serco-IPS Corporation, DELTA Resources, Inc. (a wholly owned subsidiary of VT Group Holdings, Inc.), and Herren Associates Inc. to manage official contract files, including the official file supporting this procurement. NAVSEA may, without further notice, enter into contracts with other contractors for file management services as describe in NAVSEA Standard Text L-204-H003. Please refer to NAVSEA Standard Text L-204-H003 for further details.

IV. PROPOSAL FORMAT

- A. 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. NON-RESPONSIVE PROPOSALS WILL NOT BE EVALUATED.**
- B. Electronic Proposals: All proposals shall be submitted via DoD SAFE as outlined above. Pages shall be formatted to 8.5 x 11 inch paper with one inch margins. The text used shall be Times New Roman with a minimum of 12 point font. Any revisions to Offerors' proposals (if required) shall be submitted in two (2) forms: (1) a final clean revised document; and (2) a redlined document outlining the Offeror's changes. The Contracting Officer reserves the right to provide any additional instructions regarding revisions to Offerors' proposals via letter. Offerors shall use the attachments provided with this solicitation for their proposal content as specified in Section L, paragraph V where required.
- C. Page Limits:
 1. Volume I (TRI-1)
 - a) Factor 1 – Price: No page limitation with the exception of the cover letter which shall not exceed three (3) pages.
 2. Volume II (TRI-2)
 - a) Factor 1: Technical Eligibility - No page limitation
 - b) Factor 2: Production Schedule - No page limitation
 - (1) Emphasis Area A (Manpower): No page limitation, with the exception of the narrative which shall not exceed 20 pages
 - (2) Emphasis Area B (Physical Resource Capacity): No page limitation, with the exception of the narrative which shall not exceed 10 pages
 - (3) Emphasis Area C (Production Schedule): No page limitation

- c) Factor 3: Past Performance - No page limitation

V. PROPOSAL CONTENT

A. VOLUME I

Price Proposal: The price proposal shall not contain non-price factor information.

1. **Factor 1: Price:** The price proposal shall be comprised of the following documentation:
 - a) Cover Letter,
 - b) Signed SF 33 with all amendments acknowledged,
 - c) Small Business Subcontracting plan per FAR Part 19 (large businesses only),
 - d) Any Joint Venture / teaming agreements (if applicable),
 - e) Completed Attachment J-4 and Solicitation Section B carrying forward information from Attachment J-4, as applicable, containing:
 - (1) Work Item Pricing for all Base and Option Items,
 - (2) Daily Extension Rates,
 - (3) Inter-port Differential (IPD),
 - (4) Fully Burdened Ship Repair Labor & Material Burden Rate, New Work & Growth Reservation,
 - (5) Government Provided Pier Differential (if applicable)
 - f) Completed Execution Milestones and Key Event Dates (Attachment J-3).
 - g) Completed Proposal Assessment (Attachment S-7).
2. **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 System for Award Management (SAM) Unique Entity Identifier (UEI) numbers for the Prime contractor,
 - c) Notice of any alterations to the solicitation (except for completing appropriate “fill-in” blocks and certifications).
 - d) Name, address, and telephone number of each proposed first-tier subcontractor with a proposed subcontract estimated at \$10 million or more.
 - e) For any work item (WI) with a total dollar value of zero dollars proposed in the Pricing Workbook (Attachment J-4) provide an explanation as to why. In addition, 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.
3. **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.
4. **Small Business Subcontracting Plan (SBSP):**
 - a. An Offeror shall submit a SBSP outlining its strategy for maintaining compliance with FAR 52.219-9 for the duration of the **USS TRIPOLI** availability, which includes:
 - i. A subcontracting goal of 25 percent of an Offeror’s total contracting dollars utilizing small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, and HUB-Zone small businesses. Note, the

- 25 percent goal is inclusive of the congressionally mandated five percent (5%) goal for small disadvantaged business concerns.
- ii. Offerors must provide rationale for any proposed plan which does not meet the following thresholds (as applied to total contract dollars):
 - (1) 25 percent of prime contracts for small businesses;
 - (2) Five percent of prime and subcontracts for women-owned small businesses;
 - (3) Five percent of prime contracts and subcontracts for small disadvantaged businesses;
 - (4) Three percent of prime contracts and subcontracts for HUBZone small businesses; and
 - (5) Three percent of prime and subcontracts for service-disabled veteran-owned small businesses.
 - iii. In addition, Offerors must provide explanation for any SBSP which fails to address all requirements outlined in FAR 52.219-9.
 - iv. A SBSP is NOT REQUIRED from a small business concern.
5. Completed Solicitation Section B and Pricing Workbook (Attachment J-4):
- a) Offerors must propose on all contract line items (CLINs) including all base and option CLINs, complete Section B “**NOTE B: SCHEDULE OF PRICES / RATES: SHIP REPAIR LABOR RATE (FULLY BURDENED)**,” complete Section B “**NOTE D: SCHEDULE OF DAILY RATES FOR PIERSIDE (FULLY BURDENED) FOR PURPOSES OF A COMPENSABLE EXTENSION TO THE DELIVERY DATE,**” and complete all tabs of Pricing Workbook (Attachment J-4) to be considered responsive.
 - b) The Offeror shall submit prices using the Pricing Workbook (Attachment J-4) for all Tabs, including: Work Item Index, Daily Extension Rates, Fully Burdened Ship Repair Labor Rate & Material Burden Rates and Total Proposed Evaluated Pricing 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 Pricing Workbook (Attachment J-4) Fully Burdened Ship Repair Labor Rate and Material Burden Rate must match the rates provided in the Section B “**NOTE B: SCHEDULE OF PRICES / RATES: SHIP REPAIR LABOR RATE (FULLY BURDENED)**.” **If there is a discrepancy between the two, the Section B Fully Burdened Ship Repair Labor Rate and Material Burden Rate shall govern.**
 - c) Offerors shall insert pricing in all yellow shaded fields in the pricing workbook (Attachment J-4).
6. Inter-port Differential (IPD)
- a) The IPD applicable to the **USS TRIPOLI (LHA 7) FY23 SRA** must be included in all offers and reflects the costs incurred by the Navy to accomplish an availability at a port other than the homeport. The following chart provides the values to be included in all Offerors’ price proposals to determine the Offeror’s total evaluated price.

Location	Differential
San Diego, CA	\$32,593
Seattle, WA	\$3,129,998
Portland, OR	\$6,953,060
Vallejo, CA	\$2,828,355

- b) An Offeror whose location is not listed in the above Government provided port differential tables shall submit a bidder’s question requesting a Government provided port differential be calculated for the Offeror’s proposed location for the **USS TRIPOLI (LHA 7) FY23 SRA**.
7. Government Provided Pier Differential

- a) The Government provided pier differential must be included in all offers proposing to use a Government provided pier in lieu of a contractor owned pier and is calculated using average electricity and water consumption, as well as sewage and oily waste disposal. The following chart provides the values to be included in offerors' price proposals, as applicable, to determine the offeror's total evaluated price:

Location	Differential
San Diego, CA	\$2,584,626

- b) Any awardee proposing to use Government-provided pier space shall be responsible to provide temporary services to satisfy Work Specification 992-11-010 required to complete USS TRIPOLI FY23 SRA at Naval Station San Diego, including but not limited to the requirements of S0570-AC-CCM-010/8010 Rev 3/A, Industrial Ship Safety Manual for Fire Prevention and Response

B. VOLUME II

Non-Price Proposal: Do not include cost or price information in this volume. The non-price proposal shall be comprised of three (3) factors, as follows:

1. **Non-Price Factor 1 – Technical Eligibility:** Offerors must provide the following to demonstrate eligibility for Award (There is no page limit associated with this Factor):
 - a) Provide a completed Eligibility Criteria Data Sheet (Attachment S-5) that identifies the specific pier intended to be used for the proposed availability and indicates that the pier meet the minimum characteristics identified in Attachment S-5.
 - b) Provide a completed Execution Milestones & Key Event Dates (Attachment J-3) and a signed letter identifying and confirming ownership of a pier available to berth the vessel from the 'Availability Start' through 'Contract Complete' milestones as outlined in the Execution Milestones & Key Event Dates (Attachment J-3). The representative who signs the letter must be authorized to contractually bind the company. If the offeror is utilizing a subcontractor for physical resources (pier), a letter signed by the subcontractor identifying and confirming committed access to the proposed pier from the 'Availability Start' through 'Contract Complete' milestone as outlined in the Execution Milestones & Key Events (Attachment J-3) is required. The subcontractor representative who signs the letter must be authorized to contractually bind the company. The proposed pier facilities, whether owned by the offeror or subcontractor, must be accessible by the USS TRIPOLI (LHA 7) without any modification to the vessel.

2. **Non-Price Factor 2 –Production Schedule:**

Offerors must demonstrate their ability to provide an executable schedule to complete the solicited requirements:

- (1) Production Schedule: Develop a Production Schedule in accordance with the following requirements:
 - a) Include Key Events, Milestones, tests.
 - b) Schedule each Work Item to the Work Activity level, listing the planned start and planned completion dates, and durations for each Work Activity.
 - c) Assign each Work Activity with the appropriate predecessor and successor relationships within the contractor's scheduling software that establish the logic relationship between schedule Work Activities. Each activity must have at least one predecessor and one successor, with the exception of the Key Event Start Availability (which may have no predecessors) and the Key Event Complete Availability (which may have no successors). Each Key Event and Work Activity may have more than one predecessor and more than

- one successor. The preferred relationships between linked predecessor and successor activities is Finish-to-Start. The use of scheduling Lags and Leads should be minimized.
- d) Assign appropriate predecessor relationships to each Key Event and Milestone(s) to ensure there is an accurate logical progression through all work activities leading to their assigned Key Event and Milestone(s), ensure milestones are linked to the Key Events they support, and ensure the Production Schedule supports accurate prediction of Key Event and Milestone(s) attainment.
 - e) Assign appropriate predecessor and successor relationships between the Work Activities conducted on the same component, or in the same location but under differing Work Items, to ensure all related Work Activities across all Work Items are interdependently linked together.
 - f) Schedule production work and preliminary inspections generating reports required by Attachment J-10 that could result in a change in work to be accomplished or additional material to be procured to support reporting no later than the first 20 percent of the availability duration.
- (2) Provide an export of the Production Schedule data elements in a sortable/filterable spreadsheet format compatible with Microsoft Excel. Include the following minimum data elements for each Work Activity in the schedule, as appropriate:
- a) Work Item Number (as appropriate): 4-E specification Work Item number.
 - b) Work Activity Identifier: Numerical designator identifying the Work Activity within the Work Breakdown Structure (WBS).
 - c) Title: Descriptive title of Work Item and Work Activity.
 - d) Key Event: Key Event applicable to the Work Activity.
 - e) Milestone (as appropriate): Milestone applicable to the Work Activity.
 - f) System (as appropriate): System(s) affected.
 - g) Component (as appropriate): Component Unit (For example: tank, valve, motor, pump).
 - h) Location: Work location/compartments number.
 - i) Executing Activity: ID specific organization: Prime Contractor, Sub-Contractor.
 - j) Baseline Start: The date identified in the Production Schedule when the contractor plans to start the Work Activity.
 - k) Baseline Finish: The date identified in the Production Schedule when the contractor plans to finish the Work Activity.
 - l) Early Start: Software determined date. The earliest point in time that a Work Activity may start based on the Production Schedule network logic and any other schedule constraints. Early start dates may change as the availability progresses.
 - m) Early Finish: Software determined date. The earliest point in time that a Work Activity may complete based on the Production Schedule network logic and any other schedule constraints. Early finish dates may change as the availability progresses.
 - n) Late Start: Software determined date. The latest point in time that a Work Activity may begin without delaying the applicable Milestone or Key Event based on the Production Schedule network logic.
 - o) Late Finish: Software determined date. The latest point in time that a Work Activity may be completed without delaying the applicable Milestone or Key Event based on the Production Schedule network logic.
 - p) Duration: The total number of work periods required to complete a Work Activity.
 - q) Calendar Identification: Number of scheduled workdays per week.
 - r) Total Float: The total number of workdays that the Contractor can delay a Work Activity without affecting the project finish date.
 - s) Predecessor: A Work Activity or Key Event that immediately precedes one or more Work Activities or Key Events with a direct tie in the Total Project Network.
 - t) Successor: A Work Activity or Key Event that immediately follows one or more Work Activities or Key Events with a direct tie in the Total Project Network.
 - u) Constraints: Constraints used as applicable to Work Item or Work Activity. This may be provided within the predecessor or successor field.

- (3) Provide the Proposed Production Schedule in the Native Software file.
- (4) Provide the Proposed Production Schedule in a time-oriented Gantt chart format that shows all work item activities, milestones and key events within the Production Schedule.
- (5) Provide the Proposed Production Schedule in a time-oriented Gantt chart format that shows only Critical Path and Controlling Work Items at the Work Activity level and assigned Key Events and/or Milestones.
 - a) Critical Path: That sequence of Work Activities which forms the work and test chain of the longest duration, and directly affects the completion of the availability. Factors that influence when a Work Activity is on the Critical Path include: time duration required for the Work Activity, space limitations, manpower available, and the predecessor/successor relationships between Work Activities. The Critical Path is determined by automated schedule analysis and will include any sequential set of Work Activities forming the longest chain of events extending throughout the schedule and which has the least Total Float.
 - b) Controlling Work Items: Those Work Items which include activities that are on the critical path of the Production Schedule, which, by virtue of scope, material requirements, complexity, or other considerations, have the significant potential for impact on the scheduled project Key Events or completion of the availability.
- (6) The Offeror shall provide a narrative to explain their Production Schedule. The narrative shall address the following:
 - a) Describe critical float paths and identify the work items that the Offeror estimates as the most critical and pose the most risk.
 - b) Demonstrate how the Offeror has scheduled the performance of all work items included in the Availability work package (including both Base and Option items) so as to permit the contract scope increases described in Section B, Note F (all growth work identified in this solicitation) without 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. Non-Price Factor 3 – Past Performance:

Offerors may provide past performance information for up to five (5) previous contracts. If the offeror has not completed any contracts as a prime contractor, within three (3) years of the date of the initial solicitation's posting to SAM.gov, information regarding the offeror's performance with regard to subcontracts and/or commercial contracts may be submitted. Offerors shall complete Attachment S-2 Past Performance Contractor Performance Assessment Reporting System (CPARS) References for each of the contracts provided where CPARS contract data is available. If CPARS data is not available for a contract, Offerors shall provide Attachment S-9 Past Performance Questionnaire (PPQ).

Where the offeror does not have recent or relevant past performance information, the Offeror shall affirmatively state that it does not have recent and relevant past performance information for the Government to consider.

If the Offeror does not have CPARS and is required to submit Attachment S-9, the Offeror shall submit a request to their customers to complete the Past Performance Questionnaires (PPQs) NLT 30 days prior to the closing date of this solicitation. The Offerors request to their customer shall include the request to submit completed PPQs to CDR Jonathan Pagnucco, Contracting Officer, jonathan.p.pagnucco.mil@us.navy.mil, and Derek Shirley, Contract Specialist, derek.s.shirley.civ@us.navy.mil, prior to the closing date of this solicitation.

NOTE: The Government reserves the right to use the contract information provided in the offeror's proposal to obtain data from other sources, such as the Contractor Performance Assessment Reporting System (CPARS) database and from the points of contact identified by the offeror in its proposal.

Any questionnaire received after the proposal due date/time may be considered as late and may not be considered in the Offeror's past performance evaluation. The Government, at its discretion, will determine whether or not questionnaires received after the proposal due date will be considered.

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	AUG 2020
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.207-1	Notice Of Standard Competition	MAY 2006
52.215-1	Instructions to Offerors--Competitive Acquisition	DEC 2021
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.233-2	Service Of Protest	SEP 2006
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.215-7008	Only One Offer	JUL 2019
252.215-7009	Proposal Adequacy Checklist	JAN 2014
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	JAN 2018
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
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) (JUL 2021)

(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/>).

(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

CDR Jonathan Pagnucco
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>

(End of provision)

252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

CDR Jonathan Pagnucco at jonathan.p.pagnucco.mil@us.navy.mil
Derek Shirley at derek.s.shirley.civ@us.navy.mil

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of provision)

L-204-H003 NOTIFICATION OF USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2019)

(a) NAVSEA may use a contractor to manage official contract files hereinafter referred to as "the support contractor", including the official file supporting this procurement. 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 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 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 offeror 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) Submission of a proposal will be considered as consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file management support contractor for the limited purpose of executing its file support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Offerors are free to enter into separate non-disclosure agreements with the file support contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the files or otherwise encumber the government.

(End of provision)

L-209-H009 NOTIFICATION OF POTENTIAL ORGANIZATIONAL OR PERSONAL CONFLICT(S) OF INTEREST (NAVSEA) (APR 2022)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation,

in whole or in part, either as 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, SEA 21, CNRMC, 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" (OCI) 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 OCI or similar requirement in current or completed contract(s), the Offeror shall comply with FAR subpart 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI or similar requirement.

(b) Offerors also are reminded that certain potential conflicts of interest may arise where an Offeror has unequal access to nonpublic information about a competitor that may provide the Offeror with an unfair competitive advantage and preclude, restrict or limit participation, in whole or in part, either of the individual, subcontractor or prime contractor under this competitive procurement. For example, a potential conflict may arise if former Department of Navy employee(s), subcontractors, or teaming partners of the Offeror may have gained access to nonpublic information about a competitor through participation in previous or ongoing performance or during the solicitation development/source selection process associated with this competitive procurement, and then participates in the formation of the Offeror's proposal. Other potential conflicts of interest may arise where either the former Department of Navy employee(s), subcontractors, or teaming partners of the Offeror under this competitive procurement set the ground rules for competition; for example, by drafting specifications or assisting in the drafting of the statement of work. General guidance may be found in FAR 3.101 and 9.505; however, this guidance is not all-inclusive.

(c) If an Offeror identifies a potential conflict of interest that exists at any tier, that Offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract or previous source selection's solicitation number and name and phone number of the Contracting Officer for the contract which gives rise to a potential conflict of interest; (2) a copy of the requirement; (3) the statement of work and technical instruction from the existing contract, as applicable; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; (5) a brief description of the individual's, subcontractor's, or teaming partner's unequal access to nonpublic information about a competitor, which may lead to a conflict of interest in the formation of the Offeror's proposal, or establishment of ground rules for this competitive procurement, as applicable; (6) an OCI mitigation plan, as applicable; and (7) 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. The requirement to identify potential conflicts of interest as outlined herein continues until contract award. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(d) 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 regardless of whether the Government determines a personal or organizational conflict of interest does or does not exist.

(e) Any potential prime contractor which proposes an individual, subcontractor, or teaming partner 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 individual, subcontractor or teaming partner. The Government reserves the right to determine which Offerors remain in the competitive range through the normal source selection process.

(f) If the Offeror determines that a potential organizational and/or personal conflict of interest does not exist at any tier, the Offeror shall include a statement to that effect in its response to this solicitation.

(End of provision)

L-219-H001 SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JAN 2021)

Offeror shall submit as part of its proposal a subcontracting plan in accordance with the clause entitled "Small Business Subcontracting Plan" (FAR 52.219-9). The plan shall include a five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

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(End of provision)

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(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

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(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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CDR Jonathan Pagnucco

Naval Sea Systems Command

1333 Isaac Hull Avenue, SE

Washington, DC 20376

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(End of provision)

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(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file 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 offeror 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) Submission of a proposal will be considered as consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file management support contractor for the limited purpose of executing its file support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Offerors are free to enter into separate non-disclosure agreements with the file support contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the files or otherwise encumber the government.

(End of provision)

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(c) If an Offeror identifies a potential conflict of interest that exists at any tier, that Offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract or previous source selection's solicitation number and name and phone number of the Contracting Officer for the contract which gives rise to a potential conflict of interest; (2) a copy of the requirement; (3) the statement of work and technical instruction from the existing contract, as applicable; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; (5) a brief description of the individual's, subcontractor's, or teaming partner's unequal access to nonpublic information about a competitor, which may lead to a conflict of interest in the formation of the Offeror's proposal, or establishment of ground rules for this competitive procurement, as applicable; (6) an OCI mitigation plan, as applicable; and (7) 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. The requirement to identify potential conflicts of interest as outlined herein continues until contract award. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(d) 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 regardless of whether the Government determines a personal or organizational conflict of interest does or does not exist.

(e) Any potential prime contractor which proposes an individual, subcontractor, or teaming partner 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 individual, subcontractor or teaming partner. The Government reserves the right to determine which Offerors remain in the competitive range through the normal source selection process.

(f) If the Offeror determines that a potential organizational and/or personal conflict of interest does not exist at any tier, the Offeror shall include a statement to that effect in its response to this solicitation.

(End of provision)

L-219-H001 SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JAN 2021)

Offeror shall submit as part of its proposal a subcontracting plan in accordance with the clause entitled "Small Business Subcontracting Plan" (FAR 52.219-9). The plan shall include a five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

(End of provision)

Section M - Evaluation Factors for Award

SECTION M

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EVALUATION FACTORS FOR AWARD

I. GENERAL

- A. The Government intends to award a Fixed-Price contract for the completion of the USS TRIPOLI (LHA 7) FY23 Selected Restricted Availability (SRA) to the Offeror whose proposal represents the Best Value to the Government utilizing trade off source selection procedures in accordance with FAR 15.101-1.
- B. 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.
- C. Offerors are advised that the Government will not evaluate any proposal information not contained within the body of the proposal.

II. BASIS OF AWARD

- A. The Government will select the best overall offer, based upon an assessment of Volume I, Factor 1 and Volume II, Factors 1-3. A contract shall be awarded to the Offeror who is deemed responsible in accordance with FAR 9.104, whose proposal conforms to the RFP's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and represents the best value to the Government utilizing trade-off source selection procedures, in accordance with FAR 15.101-1 and the evaluation criteria.
 - 1. As part of its responsibility determination in accordance with FAR 9.104, the Government will evaluate whether the Offeror holds a current MSRA or MSRA equivalency. In accordance with FAR 9.103(b), in the absence of information clearly indicating a prospective Offeror is responsible, the contracting officer will make a determination of non-responsibility.
- B. The best value basis for award will be based on the following evaluation factors:
 - 1. Price Factor**
 - a) Factor 1: Price
 - 2. Non-Price Factors**
 - a) Factor 1: Technical Eligibility
 - b) Factor 2: Production Schedule
 - c) Factor 3: Past Performance
- C. Ratings will be applied to Non-Price Factors as follows:
 - 1. Non-Price Factor 1 in terms of acceptable or unacceptable.
 - 2. Non-Price Factor 2 in terms of an adjectival rating from section IV below.
 - 3. Non-Price Factor 3 in terms of an "acceptable" or "unacceptable" performance confidence rating from section IV below.
- D. The Government will first evaluate Non-Price Factor 1, Technical Eligibility, for acceptability. If an Offeror is found to be unacceptable for Factor 1, then the Government reserves the right not to conduct additional evaluation. Overall, Non-Price Factors, when combined, are considered significantly more

important than the price factor. Factor 2 is significantly more important than Factor 3. The Government will not assign adjectival ratings to Factor 2 emphasis areas. The importance of price as an evaluation factor will increase as the difference in Non-Price Factors among competing proposals decreases. This may result in an award to a higher rated, higher priced Offeror, where the decision is consistent with the evaluation factors, and the Source Selection Authority (SSA) reasonably determines that the benefits associated with award to the higher price Offeror outweigh the difference in price. The SSA will base the source selection decision on an assessment of proposals against all source selection criteria in the solicitation.

- E. Offerors are advised that technical proposals may be evaluated without consideration of any proposed subcontractor which is deemed to have an organizational conflict of interest.

III. EVALUATION FACTOR DESCRIPTIONS

A. Cost/Price Factor 1 - Price

1. The Government will assess price proposals in accordance with FAR 15.404 to determine reasonableness of proposed pricing based on the information contained in the availability's Pricing Workbook (Attachment J-4). The Government will not conduct a price realism analysis on any aspect of an Offeror's price proposal. 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. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated.
2. Total evaluated price for the availability shall be calculated by adding:
 - a) The price of all Base and Option contract line item numbers (CLIN) (this amount shall match the total price of all work items),
 - b) Contractor's Fully burdened Ship Repair Labor Rate & Material Burden Rates as applied to all Growth Reservation CLINs (Base and Option) and New Work,
 - c) The price of the Extension Day Rates as listed in Attachment J-4,
 - d) The value of the inter-port differential (as identified in Section L of this solicitation), and
 - e) If applicable, the value of the Government provided pier differential (as identified in Section L of this solicitation).
3. Evaluated price for Extension Day Rates and Fully Burdened Ship Repair Labor Rates & Material Burden Rates (as applied to Growth Reservation CLINs and New Work) shall be calculated in the following manner:
 - a) Growth Reservation CLINs (Base and Option) and New Work:
 - (1) Multiply the proposed fully burdened ship repair labor rate by the number of hours associated with (1) each Growth Reservation CLIN and (2) New Work allocation to yield the labor hour price.
 - (2) Multiply the material burden rate proposed by the dollar value of material associated with the (1) each Growth Reservation CLIN and (2) New Work allocation to yield the burdened material price.
 - (3) Add the sum of labor hour and material dollar price to find the total price for all Growth Reservation CLINs and New Work allocation. **Offerors are advised that the number of labor hours and the dollar value of material used to calculate the New Work price are for evaluation purposes only. The total price for New Work allocation will not be incorporated into the contract at the time of award; however, the Offeror's Fully Burdened Ship Repair Labor Rate & Material Burden Rate will be utilized for pricing of New Work arising during contract execution.**
 - b) Extension Day Price
 - (1) Multiply the proposed daily rate by the number of days associated with that rate (for each extension type) to yield the evaluated price for that daily extension type. **Offerors are advised that the number of extension days used to calculate the Extension Day Price are for evaluation purposes only.**

4. Subcontracting Plan: (For large businesses only.) The Government will assess the plan for:
 - a) Compliance with FAR 19.704; subcontracting goals identified in Section L, V.A.4. and FAR 52.219-9 to include all subparagraphs in FAR 52.219-9(d).
 - b) Adequate rationale for any proposed goals that are lower than the goals identified in Section L, V A.4.
5. Inter-port Differential
 - a) The inter-port differential chart in Section L provides the values to be included in each Offeror's price proposal to determine the Offeror's Total Evaluated Price.
6. Government Provided Pier Differential
 - a) The Government provided pier differential chart in Section L provides the value to be included in the Offeror's price proposal, if the Offeror proposes to perform the availability at the Government-provided Pier, to determine the Offeror's Total Evaluated Price.

B. Non-Price Factor 1 – Technical Eligibility: The objective of this factor is to:

1. Assess whether the offeror has ownership or committed access to a pier available to berth the vessel from the 'Availability Start' through 'Contract Complete' milestones as outlined in the Execution Milestones & Key Events (Attachment J-3), in accordance with Section L.

C. Non-Price Factor 2 – Production Schedule: The Government will assess the Offeror's ability to provide an executable schedule to complete the solicited requirements.

1. Production Schedule: Specifically, the Government will assess the Offeror's:
 - a) Understanding of scope and integration of the required work items in the Specification Package (Attachment J-1).
 - b) Identification of the critical path and logically sequencing work items.
 - c) Integration of the milestones and key events in the Execution Milestones & Key Events (Attachment J-3) reasonably.
 - d) Extent to which the narrative describes the critical float paths and the work items that the Offeror estimates as the most critical and pose the most risk.
 - e) Extent to which the narrative explains how the Offeror has scheduled the performance of all work items included in the Availability work package (including both Base and Option items) so as to permit the contract scope increases described in Note F without 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.

D. Non-Price Factor 3 – Past Performance:

The Past Performance factor will be rated on an Acceptable/Unacceptable basis. The Government will use information provided by the Offeror, as well as any other information deemed necessary as noted in Section L, V.B.3. to assess the Offeror's ability to meet the solicitation requirements. This assessment will be based on a demonstrated record of past performance, taking into consideration the recency and relevancy of the past performance information. In evaluating an Offeror's past performance, the Government reserves the right to contact former customers, Government agencies and other private and public sources of information. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, unknown past performance shall be considered acceptable. The evaluation will include information provided by the Offeror demonstrating compliance with the requirements of FAR 52.219-8 and 52.219-9 ALT II.

IV. EVALUATION FACTOR RATINGS

The ratings will be based on what is contained in the proposal, not on information obtained from other sources. The ratings described below are guides; a proposal need not have all aspects of the rating description to be rated accordingly. The ratings are set as follows:

A. Non-Price Factor 1 (Technical Eligibility):

- For Factor 1, the rating reflects whether the information submitted in response to Factor 1 meets or does not meet the minimum requirements through an assessment of the proposal. The evaluation will identify any inconsistencies in Offeror's proposals. The ratings for Factor 1 are as follows:

Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

B. Non-Price Factor 2 (Production Schedule):

- The ratings for Factor 2 shall be assigned based on the following the adjectival ratings:

Rating	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

- Additionally, the Government will use the following risk descriptions in the course of the evaluation:

Technical Risk Rating Standards	
Adjectival Rating	Description
Low	Proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.

Technical Risk Rating Standards	
Adjectival Rating	Description
Moderate	Proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.
Unacceptable	Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.

C. Non-Price Factor 3 (Past Performance)

- For Past Performance, the “acceptable” or “unacceptable” rating reflects whether the information submitted in response to Factor 3 meets or does not meet the minimum past performance requirements. Ratings for Factor 3 are as follows:

Rating	Description
Acceptable	Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown.
Unacceptable	Based on the offeror’s performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

- Please note, with regard to Non-Price Factor 2 outlined above, the Government will only assign strengths, weaknesses, significant weaknesses and deficiencies to accompany the adjectival rating.

E. Definitions:

- Best Value** means the expected outcome of an acquisition that, in the Government’s estimation, provides the greatest overall benefit in response to the requirement. See FAR 2.101.
- Competitive Range** - See FAR 15.306(c).
- Discussions** are exchanges (i.e., negotiations) in a competitive environment that are undertaken with the intent of allowing the Offeror to revise its proposal. Discussions take place after establishment of the competitive range. See FAR 15.306(d).
- Strength** is an aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.
- Weakness** means a flaw in the proposal that increases the risk of unsuccessful contract performance. See FAR 15.001.

6. **Significant Weakness** means a flaw that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.
7. **Deficiency** is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. See FAR 15.001.
8. **Risk**, as it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an Offeror's proposed approach to achieving the technical factor or emphasis area may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.
9. **Clarifications** are limited exchanges, between the Government and Offerors that may occur when award without discussions is contemplated.

CLAUSES INCORPORATED BY REFERENCE

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

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52.217-5	Evaluation Of Options	JUL 1990