

Section B, Price Schedule, detailed information

CLIN 0001 – Attachment J-2 – Category “A” WIs provides a WI breakdown of CLIN 0001 pricing.

CLIN 0002: This CLIN contains the FBLR (e.g., G&A, overhead, profit, supervision, consumables, and/or support functions, etc.) and the ODC profit and G&A rate. These rates are used for pricing changes negotiated under the H-3 Clause - AGR and H-4 Clause ODC, for the duration of the contract. Changes are inherent to vessel repair contracts and should be expected by the Contractors. Additionally, this CLIN includes G&A and profit rates for ODC to be used for negotiating changes. These rates shall prevail even when the contract is extended/modified. The number of AGR man-hours and the ODC base amount are estimates that were generated for evaluation purposes. The actual amounts of man-hours and ODC may be used interchangeably under the contract which could result in a distribution and amount of man-hours and ODC that is either higher or lower than that stated in CLIN 0002. Any additional AGR or ODC required beyond the CLIN 0002 estimated amount shall be added through contract modification using the same AGR and ODC rates agreed upon at contract award. Any unused AGR or ODC will be de-obligated from the contract at the same AGR and ODC rates agreed upon at contract award. The contractor agrees that the number of man-hours included in its proposed price for such AGR shall include only direct production man-hours. For these purposes, direct production man-hours are for skilled labor at the Journeyman level expended in direct production as exemplified by the following functions:

Abrasive cleaning/blasting	Tank cleaning
Welding	Machinists (inside and outside)
Burning	Brazing
Carpentry	Electrical work
Electronic work	Shipfitting
Lagging	Painting
Boilermaking	Pipefitting
Sheetmetal work	Engineering
Rigging	Staging/scaffolding
General labor	Fire Watch

Direct production man-hours will not include those functions (whether charged directly or indirectly by the contractor’s accounting system) which are defined herein as support for production functions. Necessary support functions shall be considered to be included in the offeror's FBLR for direct production man-hours. Examples of support functions include:

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

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 do not become an integral part of the repaired vessel. Consumable material shall be included in the contractor's FBLR and not separately priced.

The rates for profit and G&A on CLIN 0002 above shall be the same rates used by the contractor in its responses to the Request for CCO Proposals issued under this contract. The KO will apply these rates to the ODCs for each CCO when it is negotiated and settled.

The base cost, stated in this CLIN does not include the profit or G&A rates.

NOTE: This does not include any material cost for Category “A” WIs. The material cost for Category “A” WIs has been included under CLIN 0001.

CLINs 0003 through 0010 –Attachment J-3 – Category “B” WIs provides a WI breakdown of CLIN 0003 through 0010 pricing.

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

ACRONYM TABLE

ABIH	American Board of Industrial Hygiene
ABR	Agreement for Boat Repair
ABS	American Bureau of Shipping
ACO	Administrative Contracting Officer
AGR	Additional Government Requirements
AIHA	American Industrial Hygiene Association
ALT	Alternate
AMT	Amount
BLDG	Building
CCO	Contract Change Order
CD	Compact Disc
CDRL	Contract Data Requirements List
CD-ROM	Compact Disc Read-Only Memory
CFM	Contractor Furnished Material
CFP	Contractor Furnished Property
CFR	Condition Found Report
CHENG	Chief Engineer
CFR	Code of Federal Regulations
CIH	Certified Industrial Hygienist
CLIN	Contract Line Item Number
CONUS	Contiguous United States
CPARS	Contractor Performance Assessment Reporting System
DBIDS	Defense Biometric Identification Systems
DFARS	Defense Federal Acquisition Regulation Supplement
DOD	Department of Defense
DOD SAFE	Department of Defense Secure Access File Exchange
DON	Department of the Navy
EMAIL	Electronic Mail
ESRS	Electronic Subcontract Report System
FAPIIS	Federal Awardee Performance and Integrity Information System
FAR	Federal Acquisition Regulation
FBLR	Fully-Burdened Labor Rate
F/CC	Fibers Per Cubic Centimeter
FPCON	Force Protection Condition
FTR	Federal Travel Regulations
G&A	General and Administrative
GFI-TD	Government Furnished Information – Technical Data
GFM	Government Furnished Material
GFP	Government Furnished Property
GPE	Governmentwide Point of Entry
IAW	In Accordance With
ID	Identification
ISO	International Organization for Standardization
JTR	Joint Travel Regulations
KO	Contracting Officer
KWh	Kilowatt Hour
LLTM	Long Lead Time Material
LPTA	Lowest Price Technically Acceptable

M&IE	Meals and Incidental Expenses
MSC	Military Sealift Command
MSCREP	Military Sealift Command Representative
MM	Millimeter
MSRA	Master Ship Repair Agreement
MTA	Mid-Term Availability
N/A	Not Applicable
NCACS	Navy Commercial Access Control System
NDA	Non-Disclosure Agreement
NO	Number
NSP	Not Separately Priced
ODC	Other Direct Costs
PAT	Proficiency in Analytical Testing
PDF	Portable Document Format
PII	Personally Identifiable Information
PM	Program Manager
PPE	Principle Port Engineer
PRIME	Prime Contractor
QA	Quality Assurance
QC	Quality Control
REV	Revision
RFC	Request for Specification Clarification
RFP	Request for Proposal
ROH/DD	Regular Overhaul/Dry-Docking
SECNAV	Secretary of the Navy
SF	Standard Form
SUB	Subcontractor
TPSN	Time Phased Sequencing Network
TWA	Time-Weighted Average
USC	United States Code
USCG	United States Coast Guard
USNS	United States Naval Ship
VR	Voyage Repair
WAWF	Wide Area Workflow
WI	Work Item

## C-1 GENERAL

1. The contractor shall prepare for and accomplish the VR, overhaul, or alterations of the USNS ZEUS (ARC 7) as specified herein and IAW the WI package as provided in Attachment J-1 – WI Package (Specifications). Unless otherwise specified, all work shall be performed at the contractor’s shipyard.
2. In performing the WIs specified, the contractor shall be responsible for all of the following related work (in case of a discrepancy, the terms and conditions stated in the WIs take precedence over the following terms and conditions):
  - (a) Providing the necessary management, procurement, production, testing, technical capability and resources, and quality assurance services.
  - (b) Ensuring the timely procurement of CFM/CFP and the timely reporting, receipt, storage, installation, and accountability of GFM/GFP IAW FAR Clause 52.245-1 and DFARs Clauses 252.211-7007, 252.245-7001, 252.245-7002, 252.245-7003, and 252.245-7004.

- (c) Using progress measurement systems to determine the physical progress of completed work for each of the elements in the scheduling plan, including material and manpower control, engineering, production, tests and trials IAW the CDRL and the contractor's own Technical Proposal, and the WI package. The progressing system shall permit a direct comparison of the physical progress of completed work to the planned performance measurement baseline for each of the elements in the scheduling plan.
- (d) Using management procedures and systems to identify behind schedule conditions and unfavorable schedule variances based on the TPSN submitted with the contractor's proposal. The applied procedures and systems shall provide timely identification of scheduling problem areas to permit prompt management action to correct unsatisfactory conditions.
- (e) Developing a performance milestone schedule/critical path chart to measure scheduled performance. Deviations from the milestone schedule/critical path chart dates in WI 013 must be submitted to and approved by the KO. A performance milestone schedule and critical path chart shall be developed and submitted in accordance with the WI Package. The performance milestone schedule shall include and clearly identify primary and parallel critical paths. The resource loaded performance milestone schedule shall include, at a minimum, those milestones identified in WI 013.
- (f) Using approved quality control procedures as required by this contract and the WI package to ensure procured material and performed production work conforms to the required quality standards.
- (g) Ensuring the ship's equipment and systems remain configured to existing baselines with regard to procured material, production work, and software.
- (h) Applying stringent configuration control procedures to ensure that configuration baselines are maintained for procured material and production work.
- (i) Providing for staging and storing of material (both Government-furnished and contractor-furnished) and LLTM for use in the availabilities from the date of award.
- (j) Managing all subcontractors' performance during the availability. Ensure subcontractor work is to the same quality and standards as expected from the prime contractor. Develop and maintain a subcontractor management plan. The plan shall ensure that all communication and control of subcontractors is maintained by the prime contractor.
- (k) Employing good judgment and sound engineering practice and principles, particularly when WIs do not describe all details of accomplishing the work. The contractor shall be expected to have, either organically or through subcontractors, access to competent engineers who have a history of working solutions in a maritime environment.

3. Contract work shall be performed by an eligible contractor as defined below.

- (a) The contractor shall be capable of performing the full scope of the requirement stated herein within its own facilities, utilizing its own shop(s) and work force, or be capable of subcontracting for these elements beyond its managerial, technical, or physical capability or capacity. The contractor shall assume full responsibility for the integrated scheduling, cost, and quality of subcontractor performance.
- (b) The contractor shall be a company recognized as engaged in ship repair work and possess an organization capable of the full scope of planning, engineering, quality control, shipboard/offship production and component/system testing and trials. The contractor shall provide industry certifications such as: MSRA, ABR, or ISO Certification that would further emphasize the contractor's ability to perform the work. To be determined responsible, the contractor shall submit acceptable evidence to demonstrate its ability to accomplish the work. This will include a conclusive demonstration of having the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or

services to be performed by the prospective contractor and/or subcontractors) at the time of award. The contractor's proposal shall provide a documented and positive demonstration of established organizational elements as set forth below. These characteristics will be evaluated to determine a firm's eligibility for contract award:

- a. Administration/Management Control. Established organization geared toward ship repair at all levels of size, value, and complexity, and toward technology innovation and process improvement. Clear lines of authority. Delegation of responsibility. Mid-level managerial positions in place. Competent and experienced employees with ship repair experience. Capability to develop and integrate planning, estimating, and scheduling functions. Defined managerial responsibilities for production, quality assurance, material procurement/control, and subcontractor control.
- b. Financial Control. Segregation of accounting costs. Adequate accounting system. Favorable cash flow-ratios. Availability of a line of credit or other source of financial income to support the work effort. Prompt payment of subcontractors and suppliers.
- c. Production Control. A production organization. On board (or ability to obtain) trade mix/skills to perform ship repair work. Control of production efforts. Integration of other key functions with production. Use of scheduling techniques. Methods of progressing. Training available to trades employees.
- d. Production Technical Support. Engineering and design support capabilities (in-house or subcontracted) with sufficient capability to diagnose and evaluate technical problems and issues and to make competent technical recommendations to MSC when necessary and appropriate. The offeror shall be fully cognizant of ABS rules and USCG regulations and how they apply and impact this specification package.
- e. Material/Procurement Control. A material purchasing department with staff. Procedures for control of material (purchasing, monitoring, receipt, inspection, segregation, issuance, nonconformance, and disposal). An inventory system – ordering, tagging warehousing. CFM/GFM storage, control and protection. Existing environmentally-controlled warehouse space. Material handling equipment. Familiarity with the Navy logistics support system.
- f. Subcontractor Control. Procedures for selecting, scheduling, managing, monitoring and controlling subcontractors.
- g. Quality Control/Test and Trials. A quality control organization/department/staff. Quality assurance procedures/manual. Calibration and metrology system availability. Test memo writing capability. Nondestructive Testing capabilities. Welding procedures and welders' qualifications. Ability to perform trend analysis. Quality control system shall be certified or equivalent to ISO 9001:2001 standards.
- h. Safety/Security. Safety Organization/Manager or Engineer. Safety manual/procedures. Safety training. First-aid capabilities or medical services. Fire protection/procedures. Physical yard security/security procedures.
- i. Hazardous Material/Waste Control. Proper procedures and facilities to meet the legal requirements for removal, storage, and disposal of hazardous waste. Segregated storage. Documentation of licensed subcontractors responsible for control of hazardous waste removal, storage, and disposal. Appropriate state/federal agency-issued hazardous waste generator number. Disposal records which indicate type of material, date, and place of disposal.
- j. Facilities. Although facility requirements may vary with the work authorized for a specific ship, the contractor must be a ship repair company that possesses or has available the following facilities:
  - o Pier, with services in place, accessible to the CLASS size ship for birthing
  - o Structural Shop
  - o Machine Shop
  - o Pipe Shop
  - o Electrical/Electronic Shop
  - o Carpentry Shop

- o Rigging Equipment
- o Dry-dock – when required for docking of vessel in performance of the specification

k. Agreements. To be determined responsible, a prospective contractor must possess an MSRA, ABR or submit acceptable evidence in lieu of the aforementioned to effectively communicate and demonstrate its ability to obtain required resources.

- (c) The government reserves the right to perform a site survey(s) for verification of policies, procedures, capabilities and facilities prior to award.

This award consummates the contract which consists of the following documents: (a) the Government’s solicitation and your final proposal revision submitted on 08/07/2020 2:00 PM Eastern inclusive of all discussion and clarifications responses and (b) this award/contract.

C – 2 List of Standard WIs included for this solicitation:

**NOT SEPARATELY PRICED (NSP) REQUIREMENTS**

**Category**

001	INTENT, SCOPE, GENERAL REQUIREMENTS, AND DEFINITIONS	NSP
002	TECHNICAL AND MANUFACTURER’S REPRESENTATIVES	NSP
003	APPROACH, BERTH, AND MOORING REQUIREMENTS	NSP
004	TESTING AND QUALITY ASSURANCE	NSP
005	ELECTRICAL SAFETY PROCEDURE REQUIREMENTS	NSP
006	HEAVY WEATHER PLAN	NSP
007	COLD WEATHER PLAN	NSP
024	PHYSICAL SECURITY AT PRIVATE CONTRACTOR’S FACILITY (NSP)	NSP

**CATEGORY “A” WORK ITEMS**

010	FURNISH OFFICE FOR OVERHAUL MANAGEMENT TEAM (OMT)	A
011	GENERAL SERVICES FOR THE SHIP	A
012	INFORMATION TECHNOLOGY SERVICES	A
013	PROJECT PLANNING AND PRODUCTION STATUS MONITORING	A
014	WEIGHT AND MOMENT REPORT	A
015	INTEGRATED LOGISTICS AND GFM SUPPORT REQUIREMENTS	A
016	FIRE PROTECTION AND SHIP’S SAFETY PROGRAM	A
017	HANDLING SHIP’S STORES	A
018	DELIVERY AND REDELIVERY OF THE VESSEL	A
019	SHIPBOARD ACCESS AND SECURITY	A
020	GAS FREE CERTIFICATES	A
022	MACHINERY SPACE TURN-OVER, DOCK TRIALS AND SEA TRIAL	A
023	HAZARDOUS WASTE DISPOSAL AT CONTRACTOR’S FACILITY	A
090	DAILY COVID-19 PREVENTION AND CONTROL SERVICES	A

**CATEGORY “B” WORK ITEMS**

025	PHYSICAL SECURITY AT PRIVATE CONTRACTOR’S FACILITY	B
030	CONTINUATION OF SERVICES	B
026	VESSEL FINAL CLEANING	B

**SECTION 100**

**HULL STRUCTURE**

**Category**

**CATEGORY "A" WORK ITEMS**

0101	CLEAN, GAS FREE & TEST TANKS VOICS, COFFERDAMS AND SPACES	A
0103	NON-SKID PRESERVATION	A
0104	SUPERSTRUCTURE PRESERVATION	A
0105	ULTRASONIC GAUGING	B
0109	HATCH REPLACEMENT MISC CABLE AND BOSN STOREROOM (4-16.5-3)	A
0111	STRUCTURAL REPAIRS	A
0112	RENEW KICK PIPES	B

**SECTION 200 PROPULSION MACHINERY**

**CATEGORY "A" WORK ITEMS**

0201	SSDG 1 REPAIR AND MAINTENANCE SUPPORT	A
0203	SSDG 3 REPAIR AND MAINTENANCE SUPPORT	A
0204	SSDG 4 REPAIR AND MAINTENANCE SUPPORT	A
0205	SSDG 5 REPAIR AND MAINTENANCE SUPPORT	A
0208	MDG RESILIENT MOUNT AND SNUBER REPLACEMENT	A
0209	GENERATOR CLEANING AND INSPECTION	A
0210	BOW AND STERN THRUSTER MOTOR CLEANING	A
0211	MOTOR BEARING FWD AND AFT INSPECTION	A

**SECTION 300 ELECTRICAL**

**CATEGORY "A" WORK ITEMS**

0301	SWITCHBOARD CLEANING	A
0302	MMR1_Regulated_Power_Panel	A
0399	MISC. MOTOR OVERHAUL	B

**SECTION 400 COMMUNICATION AND NAVIGATIONAL AIDS**

**CATEGORY "A" WORK ITEMS**

0401	GMDSS SAFETY RADIO ANNUAL CERTIFICATION	A
0402	RADAR AND ECDIS ANNUAL INSPECTION	A
0403	GYRO COMPASS AND STEERING SERVICE	A
0405	SHIP'S DIAL TELEPHONE SYSTEM SERVICE AND GROOM	A
0407	SHIP'S WHISTLE REPAIR	A

**SECTION 500 AUXILIARY SYSTEMS**

**CATEGORY "A" WORK ITEMS**

0501	HALON AND CO2 EXTINGUISHERS SYSTEMS ANNUAL INSPECT	A
0502	PORTABLE EXTINGUISHER TEST AND INSPECT	A
0503	FIRE ALARM ANNUAL INSPECTION	A
0505	FIRE DAMPTER INSPECTION	A
0506	FLEX HOSE REPLACEMENT – ALL 5 SSDGS	A
0511	BALLAST TANK CROSS FLOODING VALVE REPAIRS	A
0508	ANNUAL OILY WATER SEPARATOR INSPECTION AND TESTING	A
0514	ANCHOR WINDLASS BRAKE PADS REPLACEMENTS	A
0516	VENT AND DRAIN PIPING REPAIRS	A
0518	STEERING GEAR PUMP OVERHAUL	A
0520	MISC. PIPING REPLACEMENT	B
0522	STBD FWD CABLE DRUM PRESERVATION	A
0523	PORT CABLE DRUM FWD-AFT, SHOE BRAKES REPLACEMENTS	A
0524	PORT CABLE FWD-AFT CALIPER BRAKE REPLACEMENTS	A

**SECTION 600 OUTFIT, FURNISHINGS AND HABITABILITY**

**CATEGORY "A" WORK ITEMS**

0601	ANNUAL ACCOMMODATION LADDER INSPECTION AND TEST	A
0602	ANNUAL SCBA COMPRESSOR RECERTIFICATION	A



0604	ANNUAL FIRE HOSE HYDROSTATIC TEST	A
0605	CARGO ELEVATOR INSPECTION AND CERTIFICATION	A
0606	ANNUAL LIFERAFT CERTIFICATION	A
0607	ANNUAL RESCUE BOAT AND DAVIT INSPECTION	A
0608	ANNUAL LIFEBOAT AND DAVIT INSPECTION	A
0609	FORWARD CRANE ANNUAL INSPECTION	A
0610	AFT CRANE ANNUAL CERTIFICATION	A
0613	INSTALL PRC IN VARIOUS LOCATIONS	A
0614	REPLACE TERRAZZO DECKING	A
0615	ELECTRIC MATTING IN AFT DO/HB RM	A
0655	IMMERSION SUIT SERVICE	A

**SECTION 700                    SPONSOR RELATED                    Category**  
**CATEGORY "A" WORK ITEMS**

0701	480V RECEPTACLE LINE CONDITIONER	A
0702	RELOCATION CHE INSTRUMENTATION CABLES AND CONTROLLERS	A
0703	PROVIDE CRANE, FORKLIFT, RIGGING AND JLG SERVICES	A
0704	CCTV MONITOR CHANGEOUT	A
0706	REPAIR FIBER AND ETHERNET CABLE RUNS	A

**SECTION 800                    HEATING, VENTILATION AND CONDITIONING                    Category**  
**CATEGORY "A" WORK ITEMS**

0801	REPLACE PREHEATER	A
0802	HVAC DUCT REPAIRS AND REBALANCING	A
0803	VENTILATION DUCT CLEANING AND REBALANCING	A
0804	FAN OVERHAUL SI-29-2 & S1-35-1	A

**SECTION 900                    DRYDOCKING AND UNDOCKING                    Category**  
**CATEGORY "A" WORK ITEMS**

0926	STEEL RENEWAL	B
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## Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

### **WOOD PACKAGING MATERIAL (WPM) - ADDITIONAL DELIVERY INSTRUCTIONS**

In accordance with the requirements of International Standards for Phytosanitary Measures (ISPM) 15, the following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frames, and cleats. Packaging materials exempt from the requirements are materials that have undergone a manufacturing process such as corrugated fiberboard, plywood, particleboard, veneer and oriented strand board. All WPM shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) lumber and certified by an accredited agency recognized by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). All materials must include certification markings in accordance with ALSC standards and be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved "DUNNAGE" stamp. Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry.

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	N/A	N/A	N/A	N/A
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	N/A
0002AA	Destination	Government	Destination	Government
0002AB	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

252.217-7005	Inspection and Manner of Doing Work	JUL 2009
252.217-7006	Title	DEC 1991
252.217-7013	Guarantees	DEC 1991

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

CLAUSES INCORPORATED BY FULL TEXT

F-1 SHIP AVAILABILITY PERIOD

It is anticipated the ship will arrive at contractor's yard on or about 16 November 2020. All work shall be completed in no more than 90 calendar days from actual start date designated by the Government at time of contract award.

## Section I - Contract Clauses

### CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
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	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
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	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-1	Approval of Contract	DEC 1989
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2019
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
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	APR 2011
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
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
52.215-12 (Dev)	Subcontractor Certified Cost or Pricing Data (Deviation O0015)	2018-JUL 2018
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010

52.215-21 Alt IV	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications (Oct 2010) - Alternate IV	OCT 2010
52.219-6 (Dev)	Notice of Total Small Business Set-Aside (DEVIATION 2019-O0003).	JAN 2019
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-14 (Dev)	Limitations on Subcontracting (DEVIATION 2019-O0003).	JAN 2019
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2020
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	JAN 2019
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 2016
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-20	Aerosols	JUN 2016
52.223-21	Foams	JUN 2016
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.229-3	Federal, State And Local Taxes	FEB 2013
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
52.232-17	Interest	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
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	DEC 2013
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
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.244-2	Subcontracts	OCT 2010
52.244-6	Subcontracts for Commercial Items	AUG 2019

52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
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
252.203-7004	Display of Hotline Posters	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
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
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.217-7003	Changes	DEC 1991
252.217-7004	Job Orders and Compensation	MAY 2006
252.217-7007	Payments	DEC 1991
252.217-7008	Bonds	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
252.217-7014	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
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	DEC 2019
252.225-7013	Duty-Free Entry--Basic	MAY 2016
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
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	DEC 2018
252.225-7052	Restriction on the Acquisition of Certain Magnets and Tungsten.	DEC 2019

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
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
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	JUN 2013
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	DEC 2017
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
252.246-7008	Sources of Electronic Parts	MAY 2018
252.247-7023	Transportation of Supplies by Sea	FEB 2019

#### CLAUSES INCORPORATED BY FULL TEXT

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

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of not exceeding \$107,508.00 per calendar day of delay. Total Liquidated Damages shall not exceed 50% of the contract value.

(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)

#### 52.243-7 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 \_\_\_\_\_ 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)

#### 52.252-2 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://acquisition.gov/far>

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

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

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

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

(End of clause)

252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)

(a) Definitions.

Aviation critical safety item means a part, an assembly, installation equipment, launch equipment, recovery equipment, or support equipment for an aircraft or aviation weapon system if the part, assembly, or equipment contains a characteristic any failure, malfunction, or absence of which could cause--

- (i) A catastrophic or critical failure resulting in the loss of, or serious damage to, the aircraft or weapon system;
- (ii) An unacceptable risk of personal injury or loss of life; or
- (iii) An uncommanded engine shutdown that jeopardizes safety.

Design control activity. (i) With respect to an aviation critical safety item, means the systems command of a military department that is specifically responsible for ensuring the airworthiness of an aviation system or equipment, in which an aviation critical safety item is to be used; and

(ii) With respect to a ship critical safety item, means the systems command of a military department that is specifically responsible for ensuring the seaworthiness of a ship or ship equipment, in which a ship critical safety item is to be used.

Ship critical safety item means any ship part, assembly, or support equipment containing a characteristic, the failure, malfunction, or absence of which could cause--

- (i) A catastrophic or critical failure resulting in loss of, or serious damage to, the ship; or
- (ii) An unacceptable risk of personal injury or loss of life.

(b) Identification of critical safety items. One or more of the items being procured under this contract is an aviation or ship critical safety item. The following items have been designated aviation critical safety items or ship critical safety items by the designated design control activity:

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(Insert additional lines as necessary)

(c) Heightened quality assurance surveillance. Items designated in paragraph (b) of this clause are subject to heightened, risk-based surveillance by the designated quality assurance representative.

(End of clause)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)