

Colonna's Shipyard, Inc.

MILITARY SEALIFT COMMAND 2022 T-EPF-10 BURLINGTON CONTRACT

Subcontractor and Material Flowdown Document

Prime Contract No. N3220522C4072

Delivery Order No. N3220522R4072

This document contains portions of Contract No. N3220522C4072 that must be adhered to by all subcontractors and material providers working for Colonna's Shipyard, Inc. in support of the stated contract. In all instances, replace "Government" with "Colonna's Shipyard, Inc." and "Contractor" with "Subcontractor". Any and all provisions contained in this document are considered flowdown clauses, and compliance by all subcontractors and material providers is required.

James Boomer

Director of Procurement
Colonna's Shipyard, Inc.

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1. Attachment J-2, Category "A" WIs, provides a WI breakdown of CLIN 0001 pricing.

2. AGR and ODC

a. This CLIN contains the FBLR (e.g., G&A, overhead, profit, supervision, consumables, and/or support functions) and the ODC profit and G&A rate. These rates are used for pricing changes negotiated during the contract. Changes are inherent to vessel repair contracts and should be expected by 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

b. 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	

c. Consumable materials are goods used in the ordinary course of work performance that do not become an integral part of the repaired vessel (e.g., office supplies, paper, rags, vehicle or equipment fuel costs, cleaning chemicals, disposable tools, paint buckets, paint brushes, protective clothing). Consumable material shall be included in the contractor's FBLR and not separately priced.

d. 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 ACO will apply these rates to the ODCs for each CCO when it is negotiated and settled.

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

f. This does not include any material cost for Category "A" WIs. The material cost for Category "A" WIs has been included under CLIN 0001.

3. AGR details.

a. The Government may utilize CLIN 0002 for, and not limited to, man-hours generated from a discrepancy found between WIs and the current conditions or a needed repair found during the open and inspect phase of the WI. This work may consist of supplemental, emergent, or new work. AGR does not include work performed pursuant to DFARS 252.217-7005 - Inspection and Manner of Doing Work, 252.217-7013 - Guarantees, or other contract clauses relating to the correction of defects. The contractor agrees that CLIN 0002 AGR man-hours, if ordered, shall be performed concurrently with CLIN 0001 and any or all Category "B" WIs exercised, during the contract's performance period, without impacting, accelerating, or causing delay or disruption to the work required by the aforementioned WIs, to any other Government contract, or to any other work in progress for the Government. Work under this CLIN may coincide with ODC, and therefore will be performed concurrently.

b. As a result of a discrepancy found between the WI and the current conditions or a needed repair found during the open and inspect phase of the WI, the contractor may submit a CFR to the ACO and the PPE. As a result of this report submission, the ACO may request a proposal from the contractor. Whenever the Government orders AGR pursuant to this CLIN, the contractor shall submit a price proposal for such work. This proposal shall be submitted within three (3) days of the receipt of the Government's request for a proposal, or within such additional time provided in writing by the ACO. The contractor's failure to submit its proposal within the three (3) day period, or such extended period of time as may be granted, may be considered a failure of the parties to negotiate a fair and reasonable price for the AGR and will permit the ACO to take any of the three (3) options set forth in subparagraph "d" below. AGR proposals shall be priced using the FBLR set forth in Section B, CLIN 0002. The rate established in CLIN 0002 will be used in evaluating the contractor's proposal and for negotiating changes. As part of the contractor's proposal submission for AGR, the following shall be included:

- FBLR
- Proposed Labor Mix/Categories
- Proposed Man Hours
- Total Proposed AGR

c. Considering FBLRs have been pre-approved in CLIN 0002, proposal evaluation may be limited to: (1) evaluating the mix of labor categories and associated man-hours to ensure that they are reasonable to meet the Government's minimum requirements in addressing these discrepancies or repairs found; and (2) as a result of the mix of labor categories and man-hours, the subsequent AGR price is fair and reasonable IAW FAR 15.404-1(b) – Price analysis for commercial and non-commercial items. In the event that a fair and reasonable price cannot be negotiated, the ACO reserves the right to procure these ODCs utilizing alternative means described in subparagraph "d", below.

d. Upon receipt of the contractor's price proposal for the AGR the contractor and the ACO shall negotiate the scope of the effort. If a fair and reasonable price cannot be negotiated between the contractor and the ACO, the ACO reserves the right to:

- 1) Have the work performed by the Government;
- 2) Issue a unilateral modification; or
- 3) Cancel the requirement.

e. The contractor knowingly and voluntarily waives all claims against the Government and/or other third-party contractors for delay, disruption, loss of efficiency, or other impact arising out of or based upon the presence of

Government or other contractor employees performing the AGR at the contractor's facility. Furthermore, in cases described in subparagraphs "d.1" and "d.2" above, the contractor waives any right to claims of interference under the DFARS 252.217-7011 - Access to Vessels.

f. The contractor warrants and hereby certifies that its price for the firm fixed portion of this contract (CLIN 0001) does not include any amount for AGR (CLIN 0002). Settlement of AGR (CLIN 0002) will be for the purpose of providing funding. In the event the Government requires additional work, authorization to proceed shall be made only by the ACO. The Contractor is to perform and invoice against CLIN 0002 ONLY for work that has been AUTHORIZED through a settled CCO and incorporated into the contract through a contract modification. All funding remaining on CLINs 0001 through 0005 at contract completion shall be de-obligated.

4. ODC details.

a. The Government may utilize CLIN 0002 for and not limited to, material and equipment generated from a discrepancy found between WIs and the current conditions or a needed repair found during the open and inspect phase of the WI. This work may consist of supplemental, emergent, or new work. ODC does not include work performed pursuant to DFARS 252.217-7005 - Inspection and Manner of Doing Work, 252.217-7013 - Guarantees, or other contract clauses relating to the correction of defects. The contractor agrees that CLIN 0002 ODC, if ordered, shall be performed concurrently with CLIN 0001 and any or all Category "B" WIs exercised, during the contract's performance period, without impacting, accelerating, or causing delay or disruption to the work required by the aforementioned WIs, to any other Government contract, or to any other work in progress for the Government. Work under this CLIN may coincide with AGR, and therefore will be performed concurrently.

b. As a result of a discrepancy found between the WI and the current conditions or a needed repair found during the open and inspect phase of the WI, the contractor may submit a CFR to the ACO and the PPE. As a result of this report submission, the ACO may request a proposal from the contractor. Whenever the Government orders ODC pursuant to this CLIN, the contractor shall submit a price proposal for such work. This proposal shall be submitted within three (3) days of the receipt of the Government's request for a proposal, or within such additional time provided in writing by the ACO. The contractor's failure to submit its proposal within the three (3) day period, or such extended period of time, may be considered a failure of the parties to negotiate a fair and reasonable price for the ODC and will permit the ACO to take any of the three options set forth in subparagraph "e" below. As part of the contractor's proposal submission for ODCs, the following shall be included:

<u>Material</u>	<u>Equipment</u>
-Part number	- Part number
-Order quantity	- Order quantity
-Unit price	- Unit price
-Total price	- Total price

Other Direct Costs not captured above

- Travel
- Per diem (lodging, M&IE daily rates)
- Subcontractor Proposal Breakdown shall include but not be limited to, Material (Part number, Order Quantity, Unit Price, and Total Price), equipment (Part Number, Order Quantity, Unit Price, and Total Price), labor (FBLR, Proposed Labor Mix/Categories, and Proposed Manhours), and ODC (Travel and Per Diem)

The G&A and profit rates proposed shall be the same as the rates provided under CLIN 0002.

c. The contractor shall demonstrate due diligence in the assessment, evaluation, and determination resulting in the proposed utilization of other than local specialized labor resources. Only with ACO approval to proceed will a contractor, technical representative, or subcontractor be reimbursed for reasonable per diem costs (transportation, travel expenses, lodging, meals, and incidental expenses) required in connection with the associated change order. Per diem costs are considered reasonable, allowable, and reimbursable only to the extent that they do not exceed the allowed per diem rate in effect at the time of travel as set forth in the JTR.

d. Considering G&A and profit rates have been pre-approved in CLIN 0002, proposal evaluation may be limited to: (1) evaluating the mix of ODCs proposed to ensure that they are reasonable to meet the Government's minimum requirements in addressing these discrepancies or repairs found; and (2) the price is fair and reasonable IAW FAR 15.404-1(b) – Price analysis for commercial and non-commercial items. In the event that a fair and reasonable price cannot be negotiated, the ACO reserves the right to procure these ODCs utilizing alternative means described in subparagraph “e”, below.

e. Upon receipt of the contractor's price proposal for the AGR the contractor and the ACO shall negotiate the scope of the effort. If a fair and reasonable price cannot be negotiated between the contractor and the ACO, the ACO reserves the right to:

- 1) Have the work performed by the Government;
- 2) Issue a unilateral modification; or
- 3) Cancel the requirement.

f. The contractor knowingly and voluntarily waives all claims against the Government and/or other third-party contractors for delay, disruption, loss of efficiency, or other impact arising out of or based upon the presence of Government or other contractor employees performing this work at the contractor's facility. Furthermore, in cases described in subparagraphs “e.1” and “e.2” above, the contractor waives any right to claims of interference under the DFARS 252.217-7011 - Access to Vessels.

g. The contractor warrants and hereby certifies that its price for the firm fixed portion of this contract (CLIN 0001) does not include any amount for the ODC (CLIN 0002). Settlement of ODC (CLIN 0002) will be for the purpose of providing funding. In the event the Government requires additional work, authorization to proceed shall be made only by the ACO. The contractor is to perform and invoice against CLIN 0002 ONLY for work that has been AUTHORIZED through a settled CCO and incorporated into the contract through a contract modification. All funding remaining on CLINs 0001 through 0005 at contract completion shall be de-obligated.

5. Attachment J-3, Category “B” WIs, provides a WI breakdown of CLIN 0003 through 0005 pricing.

Section C - Descriptions and Specifications

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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

SCOPE OF WORK

1. The contractor shall prepare for and accomplish the VR, overhaul, or alterations of the USNS BURLINGTON (T-EPF 10) 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 52.245-1 and DFARS 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 0013 must be submitted to and approved by the KO. A performance milestone schedule and critical path chart shall be developed and submitted IAW 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 0013.

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:

1) 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.

2) 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.

3) 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.

4) 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.

5) 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.

6) Subcontractor Control. Procedures for selecting, scheduling, managing, monitoring and controlling subcontractors.

7) 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.

8) 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.

9) 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.

10) 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:

- Pier, with services in place, accessible to the CLASS size ship for berthing
- Structural Shop
- Machine Shop
- Pipe Shop
- Electrical/Electronic Shop
- Carpentry Shop
- Rigging Equipment

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

11) 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.

4. Asbestos removal requirements.

a. During the performance of this contract the contractor and subcontractors may be required to perform work which involves the removal or disturbance of asbestos or asbestos-containing products. This requirement applies to each instance of asbestos removal or disturbance.

b. The contractor shall comply with the precautions required in 29 CFR 1910.1001, 29 CFR 1926.58 and 40 CFR Part 61 and all other applicable Federal, state, and local restrictions. The contractor shall forward a copy of all required notices, licenses and permits to the KO immediately upon issuance or receipt.

c. The latest change to the Federal, state, and local regulations in effect at the time of issuance of the contract shall govern. Compliance with these regulations is mandatory and is necessary to protect the employees of the contractor and Naval personnel from exposure to asbestos fibers in excess of the OSHA Action level airborne concentration (currently 0.1 f/cc of air).

d. During removal or disturbance, the contractor shall control airborne asbestos concentrations outside the removal boundary to less than 0.1 f/cc at all times.

e. After removal or disturbance is complete, the areas within the removal boundary shall not be released for re-occupancy until clearance air sampling demonstrates these spaces have concentrations of asbestos less than 0.1 f/cc.

f. In all respects, the performance of air sampling and analysis shall be performed IAW the OSHA Reference Method (Appendix A of 29 CFR 1910.1001), with the following additional specifications:

1) Aggressive clearance sampling shall be performed on 25 mm cassettes at 2.0 liters per minute for a minimum of four (4) hours.

2) In performing the clearance sampling, the pump shall be placed within the compartment where the removal or disturbance occurred. When this operation is conducted in a multilevel space, at least one pump shall be placed on each level.

3) Air sampling shall be performed by a person competent in sampling procedures and overseen by a CIH by the ABIH.

4) Laboratory analysis of samples shall be performed by a participant in the AIHA PAT Program rated proficient for asbestos and air.

g. Personal sampling shall be conducted using breathing zone air samples which are representative of the 8-hour TWA exposure of each individual. Samples shall be collected and analyzed using the OSHA Reference Method contained in either 29 CFR 1910.1001 (as amended) or 29 CFR 1926.58 (as amended).

h. The contractor agrees to indemnify MSC for any fines assessed by Federal, state, or local agencies, for the contractor's failure to properly follow applicable regulations.

i. The contractor shall insert this instruction in all subcontracts entered into under this contract.

5. Post-award substitution of any major subcontractor should not be effected unless the proposed substitution is submitted to the KO and official approval is obtained. The post-award substitution or insertion of a second-tier subcontractor will be treated in the same manner as the substitution of a major subcontractor and requires specific approval by the KO.
6. Substitution of key personnel.
- a. The contractor agrees to assign to this contract those persons identified as key personnel who are necessary to fulfill the requirements of this contract and whose resumes were submitted with the proposal. No substitution of key personnel shall be made except IAW these instructions.
- b. All proposed substitutions must be submitted, in writing, at least seven (7) days in advance of the proposed substitutions to the KO and must provide the information required by paragraph “c” below.
- c. All requests for substitution must provide a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information as requested by the KO. All proposed substitutes must have qualifications equal to or higher than the qualifications of the person to be replaced. The KO or his authorized representative will evaluate such requests and promptly notify the contractor of the approval or disapproval thereof.
7. It is anticipated the ship will arrive at the contractor’s yard on or about 01 November 2022. All work shall be completed in no more than 66 calendar days from the actual start date designated by the Government at the time of contract award.
8. The place of performance for this contract shall be the contractor’s facility. Due to operational and national security availability considerations, the location shall be Gulf Coast and East Coast.
9. This award consummates the contract, which consists of the following documents: (a) the Government’s solicitation and your final proposal revision submitted on 26 August 2022 inclusive of all discussion and clarification responses and (b) this award/contract.

Table 1: List of WIs:

Item Number	Title	Category
SECTION 0000	GENERAL SERVICES AND REQUIREMENTS	
0001	INTENT, SCOPE, GEN REQUIREMENTS AND	NSP
0002	TECHNICAL AND MANUFACTURERS	NSP
0003	APPROACH BERTH AND MOORING REV JAN 19	NSP
0004	TESTING AND QUALITY ASSURANCE REV JUL 18	NSP
0005	ELECTRICAL SAFETY PROCEDURE	NSP
0006	HEAVY WEATHER PLAN, REV AUG 19	NSP
0007	COLD WEATHER PLAN, REV AUG 19	NSP
0010	TEPF SWI FURNISH OFFICE FOR OMT	A
0011	TEPF SWI GENERAL SERVICES FOR SHIP APR 19	A
0012	INFORMATION TECHNOLOGY SERVICES, REV	A
0013	PROJECT PLANNING AND MONITORING, REV DEC	A
0014	WEIGHT MOMENT REPORT, REV AUG 19	A
0015	INTEGRATED LOGISTICS SUPPORT, GFM, REV2019	A
0016	FIRE PROTECTION AND SHIPS SAFETY PROGRAM	A
0017	HANDLING SHIPS STORES, REV FEB 14	A
0018	DELIVERY AND REDELIVERY OF SHIP	A
0019	SHIPBOARD ACCESS, REV NOV	A
0020	GAS FREE CERTIFICATES, REV AUG 19	A
0021	CLEAN AND GAS FREE TANKS, VOIDS AND	A

0022	MACHINERY SPACE TURN-OVER, DOCK AND SEA	A
0023	HAZARDOUS WASTE DISPOSAL, REV AUG 19	A
0024	PHYSICAL SECURITY AT PRIVATE CONTRACTORS	NSP
0025	PHYSICAL SECURITY AT CONTRACTORS FACILITY	B
0026	Vessel Final Cleaning	B
0030	CONTINUATION OF SERVICES, REV OCT 18	B
0090	TEPF SWI LEVEL I DAILY COVID-19 PREVENTION	A

SECTION 0100 HULL AND STRUCTURAL

0101	TEPF CSI STRUCTURAL INSPECTIONS (1 YR)	A
0102	TEPF CSI AVIATION FACILITY SUPPORT (1	A
0105	TEPF CSI FLIGHT DECK TIE DOWN INSPECTION (1	A
0106	REMOVE & RESTORE CBG PANELS AND LAGGING	A
0109	NATO ANTENNA MOUNT RELOCATION	A
0110	HULL MONITORING SYSTEM INSTALL	A
0120	MISC ALUMINUM STRUCTURE REPAIRS	A
0152	TEPF CCSI ABS ANNUAL SURVEY - TANK	A
0156	TEPF CCSI FLIGHT DECK PRESERVATION (3 YR)	A
0163	TEPF CCSI FLIGHT DECK SAFETY NET	A

SECTION 0200 PROPULSION MACHINERY

0201	TEPF CSI CLEAN HEAT EXCHANGERS (1 YR)	A
0202	TEPF CSI REDUCTION GEAR SERVICE (1 YR) (SCSI)	A
0204	TEPF CSI PROPULSION LINE SHAFT BEARING	A
0211	TEPF CSI WATERJET FLEXIBLE HYDRAULIC AND	A

SECTION 0300 ELECTRICAL

0302	TEPF CSI DISTRIBUTION AND CONTROL PANELS -	A
0310	TALT 227 TSCIF IDS INSTALL	A
0351	TEPF CCSI SWITCHBOARD CLEANING (2.5 YR)	A
0352	TEPF CCSI LOAD CENTER CLEANING (2.5 YR)	A
0353	TEPF CCSI THERMOGRAPHIC SURVEY (1	A

SECTION 0400 COMMUNICATION AND NAVIGATION

0451	TEPF CCSI ANNUAL RADAR SERVICE (ABS)	A
0452	TEPF CCSI ANNUAL ECDIS SERVICE	A
0453	TEPF CCSI ANNUAL GYRO SERVICE	A
0454	TEPF CCSI ANNUAL VDR RECERTIFICATION (ABS)	A
0455	TEPF CCSI ANNUAL RADIO COMMUNICATION	A
0459	TEPF CCSI ECHO SOUNDER SERVICE (1 YR)	A
0460	TEPF CCSI ANNUAL INSPECTION OF ALARMS	A

SECTION 0500 AUXILIARY MACHINERY

0503	TEPF CSI SEWAGE PLANT MAINTENANCE (1 YR)	A
0505	TEPF CSI REVERSE OSMOSIS UNIT MAINTENANCE	A
0512	TEPF CSI STERN RAMP MAINTENANCE (1 YR)	A
0517	TEPF CSI VACUUM SEWAGE COLLECTION	A
0523	TEPF CSI STERN RAMP ROPE CABLE	A
0532	TEPF CSI INSPECT SUBMERSIBLE BILGE PUMPS	A
0539	TEPF CSI HEF MAINTENANCE (1 YR) (SCSI)	A
0541	TEPF CSI HEF MAINTENANCE (2 YR)	A
0546	TEPF CSI INSPECT DECK CRANES (1 YR)	A

0561	TEPF CCSI GAUGE CALIBRATION (1 YR)	A
0562	TEPF CCSI SCBA ANNUAL	A
0563	TEPF CCSI SCBA AIR COMPRESSOR AND FILLING	A
0565	TEPF CCSI FIXED GAS FIREFIGHTING SYSTEM	A
0567	TEPF CCSI FIXED FOAM FIREFIGHTING SYSTEM	A
0569	TEPF CCSI FIRE AND SMOKE DETECTION AND	A
0570	TEPF CCSI PORTABLE FIRE EXTINGUISHER	A
0571	TEPF CCSI FIRE AND SMOKE DAMPER SERVICE (1	A
0573	TEPF CCSI FIRE HOSES (1 YR)	A
0574	TEPF CCSI FIRE DOORS AND SHUTTERS (1 YR)	A
0581	TEPF CSI RANGE HOOD FIRE EXTINGUISHING	A

SECTION 0600	HABITABILITY OUTFITTING AND FURNISHINGS	
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0602	TEPF_CSI_GALLEY EQUIPMENT INSPECTION AND	A
0604	TEPF_CSI_MARINE EVACUATION SYSTEM (MES)	A
0605	TEPF_CSI_FORKLIFT INSPECTION (1 YR)	A
0606	TEPF_CSI_LIFE VEST SERVICING, PASSENGER (1 YR)	A
0643	TEPF_CSI_ANNUAL RESCUE BOAT AND DAVIT INSPECTION	A
0657	TEPF_CCSI_ACCOMMODATION LADDER INSPECTION (1 YR)	A

SECTION 0700	SPONSOR RELATED	
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0701	ESMF INSTALL	A
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SECTION 0800	HVAC	
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0801A	TEPF_CSI_HVAC AND REFRIGERATION SYSTEM	A
0802	TEPF_CSI_MACHINERY SPACE PLENUM CLEANING (1 YR)	A
0851	TEPF_CCSI_ANNUAL GALLEY VENTILATION AND	A
0852	TEPF_CCSI_ANNUAL LAUNDRY VENT CLEANING	A

SECTION 0900	DRYDOCKING	
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0904	TEPF_CSI_CATHODIC MONITORING SYSTEM	A
0966	TEPF_CCSI_SHAFT ALIGNMENT AND BEARING REACTION	A

SECTION 1000	UNDERWAY REPLENISHMENT EQUIPMENT	
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1001	TEPF_CSI_UNREPVERTREP EQUIPMENT AND SYSTEM	A
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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.

(end of instructions)

Section F - Delivery and Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-NOV-2022 TO 05-JAN-2023	N/A	N/A FOB: Destination	
0002	N/A	N/A	N/A	N/A
0002AA	POP 01-NOV-2022 TO 05-JAN-2023	N/A	N/A FOB: Destination	
0003	POP 01-NOV-2022 TO 05-JAN-2023	N/A	N/A FOB: Destination	
0004	POP 01-NOV-2022 TO 05-JAN-2023	N/A	N/A FOB: Destination	
0005	POP 01-NOV-2022 TO 05-JAN-2023	N/A	N/A FOB: Destination	

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

Section G - Contract Administration data

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
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
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	JUN 2020
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
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	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
52.215-2	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
52.215-12 (Dev)	Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-O0001)	OCT 2021
52.215-14	Integrity of Unit Prices	NOV 2021
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	NOV 2021
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-14 (Dev)	Limitations on Subcontracting (DEVIATION 2021-O0008)	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
52.222-20	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
52.223-3	Hazardous Material Identification And Material Safety Data	FEB 2021
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	JUN 2020
52.223-20	Aerosols	JUN 2016
52.223-21	Foams	JUN 2016
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
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	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
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.244-2	Subcontracts	JUN 2020
52.244-6	Subcontracts for Commercial Products and Commercial Services	JAN 2022
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003

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
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	MAR 2022
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	MAR 2022
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
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
252.225-7012	Preference For Certain Domestic Commodities	MAR 2022
252.225-7013 (Dev)	Duty-Free Entry (DEVIATION 2020-O0019)	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
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	DEC 2018
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	OCT 2020
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)	MAY 2020

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	APR 2022
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
252.232-7017	Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration	APR 2020
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 (Dev)	Reporting, Reutilization, and Disposal (DEVIATION 2022-O0006)	NOV 2021
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
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 not exceeding \$58,038.00 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)

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within the period of performance for CLINS 0003, 0004, 0005. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 2020-O0019) (JAN 2022)

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

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

(2) Mexico, and the anticipated value of the acquisition is \$92,319 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$183,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

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

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

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

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

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

(d) Remedies.

- (1) The Contracting Officer may terminate the contract.
- (2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.
- (3) The debaring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

52.243-7 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 three (3) 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 three (3) 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)

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):

<https://www.acquisition.gov/browse/index/far>
<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

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 2) 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 DFARS (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)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

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

Covered defense telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;
- (2) Telecommunications services provided by such entities or using such equipment; or
- (3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

- (1) The People's Republic of China; or
- (2) The Russian Federation.

Covered missions means--

- (1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or
- (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available

information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

(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) 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 webptsmh@navy.mil for posting to SPRS along with the information required by paragraph (d) of this clause.

(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:

MSC CRITICAL SHIP SYSTEM AND EQUIPMENT	
1	Main Propulsion Diesel Engines/Main Propulsion Motors/Gas Turbine Engines.
2	Ship Service Diesel Engines/Ships Service Turbine Generators.
3	High Pressure/Low Pressure Propulsion Turbines.
4	Emergency Diesel Generators.
5	Propulsion/Machinery Control Systems.
6	Main Propulsion and Turbine Generator Reduction Gears.
7	Propulsion Shafting, Bearings, and Couplings.

8	Controllable Pitch Propeller Systems.
9	Stern Tube Seal Systems.
10	Steering Gear Control Systems (not hydraulics).
11	Electronic Chart Display Information System.
12	Dynamic Positioning (DP2) System.
13	Fixed Fire Extinguishing Systems/Fire Detection Systems (Note: American Bureau of Shipping "Recognized External Specialist" documentation shall suffice for Fire Extinguishing System qualified service providers).
14	Oily Water Separator/Oil Content Monitors.
15	Mission Equipment (Vehicle Ramps; Cargo Cranes; Cargo Hold Water Tight Doors and Ramps) (structural, electronics and hydraulic control systems; not hydraulic components and hoses, and other common components)

(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)

Section J - List of Documents, Exhibits & Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

The following documents, exhibits, and other attachments that will form a part of this contract are as follows:

ATTACHMENT NUMBER	TITLE/DESCRIPTION	NO. OF PAGES
J-1	WI Package (Specifications)	Separate Attachment
J-2	Contractor Price Breakdown - Category "A" Items	3
J-3	Contractor Price Breakdown - Category "B" Items	1
J-4	GFM List	4
J-5	N/A	
J-6	(RESERVED)	

Exhibit A CDRL (DD Form 1423) A001 – A023