

**HII SAN DIEGO SHIPYARD INC.**

**USS RUSHMORE LSD-47   
FY19 DSRA REPAIR PROGRAM**

**N00024-19-C-4410**

MANDATORY FLOW DOWN /

TERMS & CONDITIONS

**PRIME CONTRACT CLAUSES – N00024-19-C-4410**

The following clauses, as modified by Buyer, are flowed down from Buyer to Seller and are applicable to any PO referencing these Special Terms and Conditions and any subcontract relating to Buyer’s Prime Contract N00024-19-C-4410 with the Government.

**DEFINITIONS**

**Section A – Solicitation/Contract Form** – This Contract is rated with a DPAS DO-A3 rating.

**Section B – Supplies or Services and Prices**

**Section C – Descriptions and Specifications**

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

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

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

1. Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).
2. The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
3. The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.
4. The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
5. The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.
6. Compliance with this requirement is a material requirement of this contract.

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

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

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

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

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

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

**HQ C-2-0005 ACCESS TO VESSELS BY NON U.S. CITIZENS (NAVSEA) (DEC 2005)**

1. No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this contract or agreement.
2. If the Contractor desires to employ non U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:
   1. Badge or Pass oriented identification, access, and movement control system for non U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.
      1. Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.
      2. Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.
      3. A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.
      4. A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.
   2. Contractor’s plan for ascertaining citizenship and for screening employees for security risk.
3. Data reflecting the number, nationality, and positions held by non U.S. citizen employees, including procedures to update data as non U.S. citizen employee data changes, and pass to cognizant CAO.
4. Contractor’s plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.
5. These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.
6. To request approval for non U.S. citizens of hostile and/or communist controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22 M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist- controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non- U.S. citizens of hostile and/or communist-controlled countries.
7. The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.
8. Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.
9. In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.
10. The same restriction as in paragraph (g) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.).

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

1. For purposes of paragraph (h) of the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) in addition to those items of property defined in that clause as Government Property, the following shall also be included within the definition of Government Property:
   1. the vessel;
   2. the equipment on the vessel;
   3. movable stores;
   4. cargo; and
   5. other material on the vessel
2. For purposes of paragraph (b) of the clause entitled "GOVERNMENT PROPERTY", notwithstanding any other requirement of this contract, the following shall not be considered Government Property:
   1. the vessel;
   2. the equipment on the vessel;
   3. movable stores; and
   4. other material on the vessel

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

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

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

1. Once the ship's force takes occupancy of a berthing facility, it is recognized that the premises will be under the control of the Department of the Navy and subject to inspections by the Commanding Officer or his duly authorized representative(s). In recognition of (1) the Navy's need to ensure security, military fitness, and good order and discipline and (2) the Navy's policy to conduct regularly scheduled periodic inspections, the Contractor hereby agrees that while its berthing facilities are occupied by ship's force, the Commanding Officer or his duly authorized representative(s) has (have) the right to conduct command inspections of the berthing facilities occupied by ship's force.
2. In instances where the Contractor is using commercial facilities to satisfy the berthing requirement, the Contractor hereby agrees to insert the following requirement in any Subcontract for berthing facilities to be provided under this Contract:
3. In recognition of (1) the Navy's need to ensure security, military fitness, and good order and discipline, and (2) the Navy's policy to conduct regularly scheduled periodic inspections, TBD (insert names of Subcontractor) hereby agrees that while its facilities are occupied by ship's force, the Commanding Officer or his duly authorized representative(s) has (have) the right to conduct Command inspections of the facilities occupied by ship's force.

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

Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal 2018-098 dated 27 AUG 18 in response to NAVSEA Solicitation No. N00024-18-R-4406.

The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item of the clause, following "the specification" in the order of precedence.

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

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

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

1. All Government scrap resulting from accomplishment of any job order is the property of the Contractor to be disposed as it sees fit. Scrap is defined as property that has no reasonable prospect of being sold except for the recovery value of its basic material content. The determination as to which materials are scrap and which materials are salvage, will be made, or concurred in, by the duly appointed Property Administrator for the cognizant SUPSHIP or RMC Office.
2. As consideration for retaining the Government's scrap, the Contractor's price for the performance of the work required herein shall be a net price reflecting the value of the Government scrap.
3. This requirement is not intended to conflict in any way with the clauses of this contract entitled "PERFORMANCE" (DFARS 252.217-7010) or "GOVERNMENT PROPERTY" (FAR 52.245-1) under the Master Contract in effect at the time of job order award, nor does it relieve the Contractor of any other requirement under such clauses.

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

1. Dock Trials. The purpose of this trial is to conduct preliminary tests necessary to ensure that the ship is ready for operating at sea. Ship's personnel will conduct all tests and perform all operational functions; however, Contractor personnel will observe tests, record data, and make minor repairs and adjustments as necessary. The dock trial shall be scheduled in accordance with Work Item 982-31-001. Contractor personnel are not to interfere with functions of ship's personnel.
2. Fast Cruise. The "fast cruise" is a simulated underway period. The purpose of fast cruise is to test to the maximum extent possible, the ship's material and operational readiness condition. This includes normal watch stations and engineering casualty control procedures. Contractor personnel will not be allowed onboard during this period unless specifically requested by the Supervisor. Fast cruise shall be scheduled after dock trials and prior to sea trials as cited in Specification Item 982-31-001.

**HQ C-2-0021 DRYDOCK CERTIFICATION (NAVSEA) (APR 2015)**

The drydocking of all vessels on or after 1 January 1980 shall be accomplished in dry docks certified in accordance with MIL-STD-1625D(SH) dated 27 August 2009 as invoked by NAVSEA Standard Item 009-01.

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

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

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

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software.

Acceptance of the standard commercial warranty does not waive the Government’s rights under the “Inspection” clause, nor does it limit the Government’s rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

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

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

**HQ C-2-0029 HEAVY WEATHER PLAN (NAVSEA) (JUN 1999)**

In order to ensure that Naval vessels and material are protected during gales, storms, hurricanes and destructive weather, the Contractor is required to have a written Heavy Weather Plan (HWP) which assigns responsibilities and prescribes actions to be taken on the approach of and during heavy weather conditions as delineated in NAVSEA Standard Item (SI) 009-69. In accordance with SI 009-69, the Buyer shall furnish to the Government, a copy of such HWP, and shall make such changes in the plan as the Supervisor considers necessary and reasonable to protect and care for vessels and machinery and equipment to be installed therein.

**HQ C-2-0030 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (COST TYPE) – ALTERNATE I (NAVSEA) (SEP 2009)**

1. Specifications. Buyer will furnish the Buyer-generated purchase specifications applicable to the Contract Work; however, Seller is responsible for obtaining MILSPEC documents as described in paragraph (e) below.
2. Drawings and Data. Buyer will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited in the Buyer-generated specification as mandatory for use or for Contract guidance.
3. Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated on NAVSEA Form 4205/19. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2. The GFI furnished to Seller need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI on the NAVSEA Form 4340/2:
   1. The Government’s Contracting Officer may at any time by written order: (i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2; or (ii) add items of data or information to NAVSEA Form 4340/2; or (iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2.
   2. If any action taken by the Government’s Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the Contract Work under this Contract, Seller may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the clause of this Contract entitled “CHANGES--COST- REIMBURSEMENT” (FAR 52.243-2) or “CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS” (FAR 52.243-3).
4. Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish Seller with any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the specifications, the GFI listed on the NAVSEA Form 4340/2, the clause of this Contract entitled “GOVERNMENT PROPERTY” (FAR 52.245-1) or “GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES “(FAR 52.245-2), as applicable, or any other term or condition of this Contract.
5. Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, referenced directly or indirectly in the specifications and which are applicable to this Contract as specifications. Such referenced documentation may be obtained:
   1. From the ASSIST database via the internet at <http://assist.dla.mil/>; or
   2. By submitting a request to the

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, Pennsylvania 19111-5094

Telephone (215) 697-6396

Facsimile (215) 697-9398

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The Contractor and any Nondestructive Testing (NDT) subcontractor shall utilize for the performance of required NDT, only Level I, II and III personnel currently certified in accordance with NAVSEA Technical Publication T9074-AS-GIB-010/271, Revision 1 of 11 September 2014. Documentation pertaining to the qualification and certification of NDT personnel shall be made available to the Contracting Officer for review upon request.

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

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

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

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

(a) Definitions.

* 1. A “**zero-tier reference**” is a specification, standard, or drawing that is cited in the Contract (including its attachments).
  2. A “**first-tier reference**” is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

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

**HQ C-2-0053 STANDARDIZATION - ALTERNATE I (NAVSEA) (MAR 2011)**

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

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

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

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

* 1. Are in use on current ships of the DDG 51 Ship class and are listed in HM&E Equipment Data Research System (HEDRS) with an Engineering Support Code (ESC) of either A, \*, G, S, X, Z, P.
  2. Are listed in HM&E Equipment Data Research System (HEDRS) with an Engineering Support Code (ESC) of either A, \*, G, S, X, Z, P.
  3. Have the same form, fit, function of the equipments and components on current ships of the DDG 51 Ship class.

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

For non-standard HM&E equipment that does not meet the requirements of paragraph (b) above, new/revised technical manuals shall be developed in accordance with NAVSEA Standard Items 009-39, Technical Manual Contract Requirement (TMCR) for New Technical Manuals for Commercial Equipment/Component, 009-41, Technical Manual Contract Requirement (TMCR) for a Topically Structured Technical Manual, and 009-42, Technical Manual Contract Requirement (TMCR) for Updating Technical Manuals. Technical manual management data shall include those deliverable data items required for Government monitoring/tracking/approval of Contractor's technical manual efforts and the requirements of CDRL Exhibit(s) A, B, and C.

**HQ C-2-0056 TESTS AND TRIALS (NAVSEA) (OCT 1990)**

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

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

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

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

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

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

The support contractor not disclose any information;

Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

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

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

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

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

(a) Seller personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site.

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

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

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

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

**Section D - Packaging and Marking**

**Section E - Inspection and Acceptance**

|  |  |
| --- | --- |
| 52.246-2 | INSPECTION OF SUPPLIES - FIXED PRICE (AUG1996) |
| 52.246-16 | RESPONSIBILITY FOR SUPPLIES (APR 1984) |
| 252.217-7005 | INSPECTION AND MANNER OF DOING WORK (JUL 2009) |
| 252.217-7013 | GUARANTEES (DEC 1991) |

**HQ E-1-0001 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (SEP 1990)**

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

Applicable to all CLINs.

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

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

**Section F - Deliveries or Performance**

PLACE OF PERFORMANCE

All Work under this Contract shall be performed in the ships’ homeport, visiting San Diego, CA, at the Facility identified below or as HII SDSY or the Government’s ACO shall direct:

**HII San Diego Shipyard Inc., 1995 Bay Front Street, San Diego, CA 92113**

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

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages, as described in the table below, per calendar day of delay.

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

|  |  |  |  |
| --- | --- | --- | --- |
| Milestone | Liquidated Damage incurred per Day | Maximum Liquidated Damage associated with each Milestone | Milestone |
| Undocking | $17,982 | Up to total maximum liquidated damage | Undocking |
| KTR Contract Complete (Execution in Seattle/Everett WA) | $9,616 | Up to total maximum liquidated damage | KTR Contract Complete (Execution in Seattle/Everett WA) |
| KTR Contract Complete (Execution in Portland, OR) | $3,555 | Up to total maximum liquidated damage | KTR Contract Complete (Execution in Portland, OR) |
| KTR Contract Complete (Execution in San Diego, CA) | $174 | Up to total maximum liquidated damage | KTR Contract Complete (Execution in San Diego, CA) |
| END OF AVAIL - Mission Ready Vessel Redelivered to Fleet\* | $67,134 | Up to total maximum liquidated damage | END OF AVAIL - Mission Ready Vessel Redelivered to Fleet\* |

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

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

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

**CLAUSES INCORPORATED BY REFERENCE**

|  |  |
| --- | --- |
| 52.211-17 | DELIVERY OF EXCESS QUANTITIES (SEP 1989) |
| 52.242-15 | STOP-WORK ORDER (AUG 1989) (APPLICABLE ONLY IF STOP WORK ORDER INITIATED BY THE GOVERNMENT) |
| 52.242-17 | GOVERNMENT DELAY OF WORK (APR 1984) |
| 52.247-34 | F.O.B. DESTINATION (NOV 1991) |

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

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

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

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

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

**Section G - Contract Administration Data**

**CLAUSES INCORPORATED BY REFERENCE**

|  |  |
| --- | --- |
| 252.204-0002 | LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER (SEP 2009) |
| 252.204-7006 | BILLING INSTRUCTIONS (OCT 2005) |
| 252.232-7003 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) |
| 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) |

**Section H - Special Requirements**

SUBCONTRACTING REQUIREMENT

SMALL BUSINESS SUBCONTRACTING REQUIREMENT

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

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

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

* + 1. **ADDITIONAL DEFINITIONS (MAY 1993)**

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

DEPARTMENT means the Department of the Navy.

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

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

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

National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number National Stock Number (NSN).

The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

**5252.217-9107 GROWTH AND NEW WORK (SEP 1990)**

1. It is the Government's intention to ensure that, where it is determined that the work will be performed by the private sector, any growth or new work identified during the overhaul will be awarded to the initial prime Contractor only if a fair and reasonable price can be negotiated for such work. If a fair and reasonable price cannot be negotiated for the above actions, the Government may, at its election, pursue any or all of the following courses of action: (1) defer the work to a repair period after completion of the instant contract; (2) accomplish the work using Government employees during the original overhaul period. (Government employees may engage in and complete the assigned work while the ship is undergoing overhaul in the initial prime Contractor's facility pursuant to the "ACCESS TO VESSEL" clause (DFARS 252.217 7011)); and/or (3) conduct a separate, competitive procurement for growth or new work. Performance will be during the original overhaul period. The initial prime Contractor and other Master Ship Repair Agreement (MSRA) holders may enter this competition. If other than the initial prime Contractor is successful, the successful Contractor may engage in and complete the work while the ship is undergoing overhaul in the initial prime Contractor's facility pursuant to the "ACCESS TO VESSEL" clause.
2. The offeror shall include in its proposed price the cost of supporting one or more third parties (including Government employees and/or other Contractors' workers) at the overhaul site in performance of growth and/or new work, should the Government elect to pursue such a course. Increased costs that may result from third party presence as described above, may include, but are not limited to: insurance; physical plant security; reasonable access for third party workers who must transit the Contractor's facility or any other work site provided by the Contractor at which the ship may be berthed; utilities used aboard the ship or in proximity of the ship in support of the overhaul; and similar requirements. Third party presence will occur only if the prime ship repair Contractor proposes other than a fair and reasonable price. The Contractor shall price anticipated added expenses associated with third party presence as a contingency into the fixed price offered for performance of the specified work package. The Contractor shall be guided in arriving at this contingency price based on a risk assessment relative to the probability of proposing fair and reasonable prices versus reaching a potential impasse with the Government which would precipitate third party presence.
3. This requirement does not preclude the Government from using Government employees to perform new or growth work at any time during the availability provided the use of Government employees is in the best interests of the Government.

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

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

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

GENERAL

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

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

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

IDENTIFICATION OF HAZARDOUS WASTES

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

GENERATOR IDENTIFICATION NUMBERS

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

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

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

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

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

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

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

1. The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
2. The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding $500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
3. GIDEP materials, software and information are available without charge from:

GIDEP Operations Center

P.O. Box 8000

Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

Internet: <http://www.gidep.org>

**5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 1999)**

1. For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.
2. Whenever the Contractor requests or proposes an equitable adjustment of $100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:
   1. A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;
   2. Description of work necessary to undo work already completed which has been deleted by the change;
   3. Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;
   4. Description of interference and inefficiencies in performing the change;
   5. Description of each element of disruption and exactly how work has been, or will be disrupted:
      1. The calendar period of time during which disruption occurred, or will occur;
      2. Area(s) aboard the vessel where disruption occurred, or will occur;
      3. Trade(s) disrupted, with a breakdown of manhours for each trade;
      4. Scheduling of trades before, during, and after period of disruption;
      5. Description of measures taken to lessen the disruptive effect of the change;
   6. Delay in delivery attributable solely to the change;
   7. Other work attributable to the change;
   8. Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross referenced to the detailed information provided as required above; and
   9. A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.
3. Each proposal in excess of $100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.
4. It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

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

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

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

1. The Contracting Officer, in addition to proposing engineering changes pursuant to other requirements of this contract, and in addition to issuing changes pursuant to the clause of this contract entitled "CHANGES", may propose other changes within the general scope of this contract as set forth below. Within forty five (45) days from the date of receipt of any such proposed change, or within such further time as the Contracting Officer may allow, the Contractor shall submit the proposed scope of work, plans and sketches, and its estimate of: (A) the cost, (B) the weight and moment effect, (C) effect on delivery dates of the vessel(s), and (D) status of work on the vessels affected by the proposed change. The proposed scope of work and estimate of cost shall be in such form and supported by such reasonably detailed information as the Contracting Officer may require. Within sixty (60) days from the date of receipt of the Contractor's estimate, the Contractor agrees to either (A) enter into a supplemental agreement covering the estimate as submitted, or (B) if the estimate as submitted is not satisfactory to the Contracting Officer, enter into negotiations in good faith leading to the execution of a bilateral supplemental agreement. In either case, the supplemental agreement shall cover an equitable adjustment in the contract price, including an equitable adjustment for the preparatory work set forth above, scope, and all other necessary equitable adjustments. The Contractor's estimate referred to in this subparagraph shall be a firm offer for sixty (60) days from and after the receipt thereof by the Contracting Officer having cognizance thereof, unless such period of time is extended by mutual consent.
2. Pending execution of a bilateral agreement or the direction of the Contracting Officer pursuant to the "CHANGES" clause, the Contractor shall proceed diligently with contract performance without regard to the effect of any such proposed change.
3. In the event that a change proposed by the Contracting Officer is not incorporated into the contract, the work done by the Contractor in preparing the estimate in accordance with subparagraph (a) above shall be treated as if ordered by the Contracting Officer under the "CHANGES" clause. The Contractor shall be entitled to an equitable adjustment in the contract price for the effort required under subparagraph (a), but the Contractor shall not be entitled to any adjustment in delivery date. Failure to agree to such equitable adjustment in the contract price shall be a dispute within the meaning of the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

**5252.247-9110 TUG AND PILOT SERVICES (SEP 1990)**

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

**Section I - Contract Clauses**

In interpreting the requirements of these clauses, “Contracting Officer” should be considered to be Buyer’s Purchasing Representative and “Government” should be considered to be Buyer, unless the context indicates otherwise. Accordingly, please apply the following term conversions. “Contractor” shall mean Seller. The terms “Government” or “Contracting Officer” do not change: (i) when a right, act authorization or obligation can be granted or performed only by the Government, (ii) when access to proprietary financial information or other proprietary data is required, (iii) when title to property or rights in technical data and/or computer software are to be transferred directly to Government, (iv) with regards to a disputes or changes clause, or (v) with regards to a clause permitting audit(s) of Seller. Some clauses are included in full text, and others of the FAR and DFARS are hereby incorporated into this Contract by reference as if given in full text, subject to the following definitions, and subject to the particular limitations and modifications indicated. The full text of FAR and DFARS clauses may be accessed electronically at the following internet websites:

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

<http://farsite.hill.af.mil>

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

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| --- | --- | --- | --- |
| 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 | |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber  Content Paper | MAY 2011 | |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 | |
| 52.204-10 | Reporting Executive Compensation and First-Tier  Subcontract Awards | OCT 2018 | |
| 52.204-12 | Unique Entity Identifier Maintenance | OCT 2016 | |
| 52.204-13 | System for Award Management Maintenance | OCT 2018 | |
| 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 | |
| 52.211-15 | Defense Priority And Allocation Requirements | APR 2008 | |
| 52.215-2 | Audit and Records--Negotiation | OCT 2010 | |
| 52.215-8 | Order of Precedence--Uniform Contract Format | OCT 1997 | |
| 52.215-11 | Price Reduction for Defective Certified Cost or Pricing Data--  Modifications | AUG 2011 | |
| 52.215-13 | Subcontractor Certified Cost or Pricing Data--Modifications | OCT 2010 | |
| 52.215-14 | Integrity of Unit Prices | OCT 2010 | |
| 52.215-15 | Pension Adjustments and Asset Reversions | OCT 2010 | |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits  (PRB) Other than Pensions | JUL 2005 | |
| 52.215-19 | Notification of Ownership Changes | OCT 1997 | |
| 52.215-21 | Requirements for Certified Cost or Pricing Data and Data  Other Than Certified Cost or Pricing Data -- Modifications | OCT 2010 | |
| 52.219-4 | Notice of Price Evaluation Preference for HUBZone Small  Business Concerns | OCT 2014 | |
| 52.219-8 | Utilization of Small Business Concerns | OCT 2018 | |
| 52.219-9 | Small Business Subcontracting Plan | AUG 2018 | |
| 52.219-16 | Liquidated Damages-Subcontracting Plan | JAN 1999 | |
| 52.219-28 | Post-Award Small Business Program Rerepresentation | JUL 2013 | |
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 | |
| 52.222-3 | Convict Labor | JUN 2003 | |
| 52.222-4 | Contract Work Hours and Safety Standards - Overtime  Compensation | MAY 2018 | |
| 52.222-19 | Child Labor -- Cooperation with Authorities and Remedies | JAN 2018 | |
| 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 | |
| 52.222-54 | Employment Eligibility Verification | OCT 2015 | |
| 52.223-3 | Hazardous Material Identification And Material Safety Data | JAN 1997 | |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | MAY 2011 | |
| 52.223-6 | Drug-Free Workplace | MAY 2001 | |
| 52.223-11 | Ozone-Depleting Substances and High Global Warming  Potential Hydrofluorocarbons. | JUN 2016 | |
| 52.223-12 | Maintenance, Service, Repair, or Disposal of Refrigeration  Equipment and Air Conditioners. | JUN 2016 | |
| 52.223-15 | Energy Efficiency in Energy-Consuming Products | DEC 2007 | |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging  While Driving | AUG 2011 | |
| 52.223-19 | Compliance with Environmental Management Systems | MAY 2011 | |
| 52.224-1 | Privacy Act Notification | APR 1984 | |
| 52.224-2 | Privacy Act | APR 1984 | |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 | |
| 52.227-1 | Authorization and Consent | DEC 2007 | |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright  Infringement | DEC 2007 | |
| 52.227-23 | Rights to Proposal Data (Technical) | JUN 1987 | |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 | |
| 52.229-3 | Federal, State And Local Taxes | FEB 2013 | |
| 52.229-4 | Federal, State, And Local Taxes (State and Local  Adjustments) | 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 | |
| 52.232-18 | Availability Of Funds | APR 1984 | |
| 52.232-23 | Assignment Of Claims | MAY 2014 | |
| 52.232-25 | Prompt Payment | JAN 2017 | |
| 52.232-33 | Payment by Electronic Funds Transfer--System for Award  Management | OCT 2018 | |
| 52.232-39 | Unenforceability of Unauthorized Obligations | JUN 2013 | |
| 52.232-40 | Providing Accelerated Payments to Small Business  Subcontractors | DEC 2013 | |
| 52.233-1 | Disputes | MAY 2014 | |
| 52.233-3 | Protest After Award | AUG 1996 | |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 | |
| 52.237-2 | Protection Of Government Buildings, Equipment, And  Vegetation | APR 1984 | |
| 52.242-1 | Notice of Intent to Disallow Costs | APR 1984 | |
| 52.242-2 | Production Progress Reports | APR 1991 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.243-1 | Changes--Fixed Price | AUG 1987 |
| 52.243-6 | Change Order Accounting | APR 1984 |
| 52.243-7 | Notification Of Changes | JAN 2017 |
| 52.244-2 | Subcontracts | OCT 2010 |
| 52.244-6 | Subcontracts for Commercial Items | JAN 2019 |
| 52.245-1 Alt I | Government Property (JAN 2017) Alternate I | APR 2012 |
| 52.245-9 | Use And Charges | APR 2012 |
| 52.247-68 | Report of Shipment (REPSHIP) | FEB 2006 |
| 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 |
| 52.251-1 | Government Supply Sources | APR 2012 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 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 | DEC 2012 |
| 252.204-7000 | Disclosure Of Information | OCT 2016 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7009 | Limitations on the Use or Disclosure of Third-Party  Contractor Reported Cyber Incident Information | OCT 2016 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber  Incident Reporting | OCT 2016 |
| 252.204-7014 | Limitations on the Use or Disclosure of Information by  Litigation Support Contractors | MAY 2016 |
| 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 | OCT 2015 |
| 252.211-7005 | Substitutions for Military or Federal Specifications and  Standards | NOV 2005 |
| 252.211-7006 | Passive Radio Frequency Identification | MAR 2018 |
| 252.211-7007 | Reporting of Government-Furnished Property | AUG 2012 |
| 252.211-7008 | Use of Government-Assigned Serial Numbers | SEP 2010 |
| 252.217-7003 | Changes | DEC 1991 |
| 252.217-7004 | Job Orders and Compensation | MAY 2006 |
| 252.217-7006 | Title | DEC 1991 |
| 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 |
| 252.219-7003 | Small Business Subcontracting Plan (DOD Contracts) | DEC 2018 |
| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements | DEC 2010 |
| 252.223-7001 | Hazard Warning Labels | DEC 1991 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.223-7006 | Prohibition On Storage, Treatment, and Disposal of Toxic or  Hazardous Materials | SEP 2014 |
| 252.223-7008 | Prohibition of Hexavalent Chromium | JUN 2013 |
| 252.225-7001 | Buy American And Balance Of Payments Program-- Basic | DEC 2017 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors | DEC 2017 |
| 252.225-7004 | Report of Intended Performance Outside the United States  and Canada--Submission after Award | OCT 2015 |
| 252.225-7009 | Restriction on Acquisition of Certain Articles Containing  Specialty Metals | OCT 2014 |
| 252.225-7012 | Preference For Certain Domestic Commodities | DEC 2017 |
| 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 |
| 252.225-7019 | Restriction on Acquisition of Anchor and Mooring Chain | DEC 2009 |
| 252.225-7021 | Trade Agreements--Basic | DEC 2017 |
| 252.225-7025 | Restriction on Acquisition of Forgings | DEC 2009 |
| 252.225-7030 | Restriction On Acquisition Of Carbon, Alloy, And Armor  Steel Plate | DEC 2006 |
| 252.225-7038 | Restriction on Acquisition of Air Circuit Breakers | DEC 2018 |
| 252.225-7048 | Export-Controlled Items | JUN 2013 |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned  Economic Enterprises, and Native Hawaiian Small Business Concerns | SEP 2004 |
| 252.227-7013 | Rights in Technical Data--Noncommercial Items | 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 |
| 252.227-7030 | Technical Data--Withholding Of Payment | MAR 2000 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data | SEP 2016 |
| 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 |
| 252.246-7000 | Material Inspection And Receiving Report | MAR 2008 |
| 252.246-7003 | Notification of Potential Safety Issues | JUN 2013 |
| 252.247-7021 | Returnable Containers Other Than Cylinders | MAY 1995 |
| 252.247-7023 | Transportation of Supplies by Sea | APR 2014 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea | MAR 2000 |
| 252.251-7000 | Ordering From Government Supply Sources | AUG 2012 |