

AWARD/CONTRACT

1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.

RATING
DO-A6

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2. CONTRACT (Procurement, Instruction, Identification) NUMBER
N0010423DC001

3. EFFECTIVE DATE
See block 20

4. REQUISITION/PURCHASE REQUEST/PROJECT NUMBER

5. ISSUED BY
CODE N00104
NAVSUP WEAPONS SYSTEMS SUPPORT MECH
5450 CARLISLE PIKE
MECHANICSBURG, PA 17050-2411
H. FORSYTH/N742.5

6. ADMINISTERED BY (If other than Item 5)
CODE S4306A
DCMA NAVAL SPECIAL EMPHASIS OPS
700 ROBBINS AVENUE BLDG 2D
PHILADELPHIA, PA 19111-0000
SCD: B

7. NAME AND ADDRESS OF CONTRACTOR (Number, Street, County, State and ZIP Code)

STEEL AMERICA
400 E INDIAN RIVER ROAD
NORFOLK, VIRGINIA 23523-1799

8. DELIVERY
 FREE ON BOARD (FOB) ORIGIN OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

CODE 3A6V1 FACILITY CODE

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN
ITEM
BLOCK 12

11. SHIP TO/MARK FOR CODE

SEE SCHEDULE

12. PAYMENT WILL BE MADE BY
DFAS - COLUMBUS CENTER
NORTH ENTITLEMENT
OPERATIONS P.O. BOX 182317
COLUMBUS, OH 43218-2317
CODE HQ0337

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION UNDER THE UNITED STATES CODE AT:
 10 U.S.C. 3204(a)(1) 41 U.S.C. 3304(a)

14. ACCOUNTING AND APPROPRIATION DATA

SEE SECTION G OF ORDERS

15A. ITEM NUMBER	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT

15G. TOTAL AMOUNT OF CONTRACT ▶ \$

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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.)
Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. SEALED-BID AWARD (Contractor is not required to sign this document.)
Your bid on Solicitation Number _____
including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

19A. NAME AND TITLE OF SIGNER (Type or print)
Randall Crutchfield, Vice President

19B. NAME OF CONTRACTOR
BY [Signature] 1889
(Signature of person authorized to sign)

19C. DATE SIGNED
7/24/23

20A. NAME OF CONTRACTING OFFICER
Royce Hoffman, Contracting Officer

20B. UNITED STATES OF AMERICA
BY _____
(Signature of Contracting Officer)

20C. DATE SIGNED
28 July 2023

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		22			

DDG-51 Propeller Shaft Manufacture
 FFP
 NSN: 2010-01-468-8692
 In accordance with Technical Data Package (TDP) (See Section C)
 FOB: Origin
 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
 Ordering Period: 5 years from contract award

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		22			

DDG-51 Stern Tube Shaft Manufacture
 FFP
 NSN 2010-01-468-8693
 In accordance with Technical Data Package (TDP) (See Section C)
 FOB: Origin
 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
 Ordering Period: 5 years from contract award

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		3			

LHD-1 Propeller Shaft Manufacture
 FFP
 NSN: 2010-00-389-6849
 In accordance with Statement of Work (SOW) (See Section C)
 FOB: Origin
 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
 Ordering Period: 5 years from contract award

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		7			

LHD-1 Intermediate Shaft Manufacture
 FFP
 NSN: 2010-00-412-5985
 In accordance with Technical Data Package (TDP) (See Section C)
 FOB: Origin
 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
 Ordering Period: 5 years from contract award

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		2			

LHD-1 Stern Tube Shaft Manufacture
 FFP
 NSN: 2010-00-412-5969
 In accordance with Technical Data Package (TDP) (See Section C)
 FOB: Origin
 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
 Ordering Period: 5 years from contract award

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1			

LSD-41 Propeller Shaft Manufacture
 FFP
 NSN 2520-01-141-3639
 In accordance with Technical Data Package (TDP) (See Section C)
 FOB: Origin
 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
 Ordering Period: 5 years from contract award

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		5			

LSD-41 Intermediate Shaft Manufacture
 FFP
 NSN 2520-01-141-3637
 In accordance with Technical Data Package (TDP) (See Section C)
 FOB: Origin
 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
 Ordering Period: 5 years from contract award

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		0			

LSD-41 Stern Tube Shaft Manufacture
 FFP
 NSN: 2052-01-141-3638
 In accordance with Technical Data Package (TDP) (See Section C)
 FOB: Origin
 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
 Ordering Period: 5 years from contract award

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		8			

LPD-17 Propeller Shaft Manufacture
 FFP
 NSN 2010-01-508-6891
 In accordance with Technical Data Package (TDP) (See Section C)
 FOB: Origin
 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
 Ordering Period: 5 years from contract award

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		8			

LPD-17 Intermediate Shaft Manufacture
 FFP
 NSN 2010-01-508-7019
 In accordance with Technical Data Package (TDP) (See Section C)
 FOB: Origin
 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
 Ordering Period: 5 years from contract award

NET AMT

ITEM NO 0011	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
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8

LPD-17 Stern Tube Shaft Manufacture
FFP

NSN 2010-01-508-7021

In accordance with Technical Data Package (TDP) (See Section C)

FOB: Origin

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

Ordering Period: 5 years from contract award

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		6			

LHA-6/LHD-8 Propeller Shaft Manufacture
 FFP
 NSN 2010-01-672-6178
 In accordance with Technical Data Package (TDP) (See Section C)
 FOB: Origin
 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
 Ordering Period: 5 years from contract award

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		6			

LHA-6/LHD-8 Stern Tube Shaft Manufacture
 FFP
 NSN 3040-01-672-4274
 In accordance with Technical Data Package (TDP) (See Section C)
 FOB: Origin
 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
 Ordering Period: 5 years from contract award

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		1			

LCC-19 Stern Tube Shaft Manufacture
 FFP
 NSN: 2010-01-625-9787
 In accordance with Technical Data Package (TDP) (See Section C)
 FOB: Origin
 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
 Ordering Period: 5 years from contract award

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015		1			

LCC-19 Propeller Tube Shaft Manufacture
 FFP
 NSN: 2010-01-625-9516
 In accordance with Technical Data Package (TDP) (See Section C)
 FOB: Origin
 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
 Ordering Period: 5 years from contract award

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016		2			

DDG-1000 Propeller Shaft Manufacture
 FFP
 NSN: 3040-01-614-3096
 In accordance with Technical Data Package (TDP) (See Section C)
 FOB: Origin
 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
 Ordering Period: 5 years from contract award

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017		2			

DDG-1000 Intermediate Shaft Manufacture
 FFP
 NSN: 3040-01-614-3936
 In accordance with Technical Data Package (TDP) (See Section C)
 FOB: Origin
 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
 Ordering Period: 5 years from contract award

NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	DDG-1000 Stern Tube Shaft Manufacture FFP NSN: 3040-01-614-3925 In accordance with Technical Data Package (TDP) (See Section C) FOB: Origin NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. Ordering Period: 5 years from contract award	2			

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	Contract Data Requirements List (CDRLs) NSP Technical Data in accordance with DD Form 1423 A001-A010 See Section C				

NET AMT

ITEM NO	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	Priced CDRL A012 FFP Technical Data in Accordance with DD Form 1423 Priced CDRL A012 in the amount of \$500 Guaranteed Minimum See Section C	1	EA	\$500.00	\$500.00

NET AMT

Section B - Supplies or Services and Prices

1. The Multiple Award Contract (MAC) will be considered complete (ineligible for issuance of additional delivery orders) when either of the following occur:
 - a. The ordering period specified in the Contract(s) has expired, OR;
 - b. The cumulative awards to all awardees under the Multiple Award Contract reach \$137,000,000.00.
2. The guaranteed minimum for each resultant awardee, will be fulfilled at the time of award by the Initial Delivery Order and issued to each MAC holder for one (1) of CLIN 0020 in the amount of \$500.00.
3. Section K is incorporated into the contract by reference.
4. NAVSUP Weapon Systems Support (Mechanicsburg) is the only authorized ordering office for this contract.

Section C - Descriptions and Specifications

STATEMENT OF WORK

**Technical Data Package (TDP)
Navy Shaft Manufacture**

1.0 INTRODUCTION

This acquisition will provide the manufacture of waterborne shafts for the US Navy. The proposed scope of this action will provide manufacture coverage for 18 items listed below as well as any new configurations of these components.

1.1 SCOPE OF WORK

The scope of this Contract is to perform the manufacture of the following US Navy National Stock Numbers (NSN) in accordance with the attached Technical Data Packages (TDP) as well as any new versions:

CLIN	Asset	NSN
001	DDG-51 Propeller Shaft	2010-01-468-8692
002	DDG-51 Stern Tube Shaft	2010-01-468-8693
003	LHD-1 Propeller Shaft	2010-00-389-6849
004	LHD-1 Intermediate Shaft	2010-00-412-5985
005	LHD-1 Stern Tube Shaft	2010-00-412-5969
006	LSD-41 Propeller Shaft	2520-01-141-3639
007	LSD-41 Intermediate Shaft	2520-01-141-3637
008	LSD-41 Stern Tube Shaft	2520-01-141-3638
009	LPD-17 Propeller Shaft	2010-01-508-6891
010	LPD-17 Intermediate Shaft	2010-01-508-7019
011	LPD-17 Stern Tube Shaft	2010-01-508-7021
012	LHA-6/LHD-8 Propeller Shaft	2010-01-672-6178
013	LHA-6/LHD-8 Stern Tube Shaft	3040-01-672-4274
014	LCC-19 Stern Tube Shaft	2010-01-625-9787
015	LCC-19 Propeller Shaft	2010-01-625-9516
016	DDG 1000 Propeller Shaft	3040-01-614-3096
017	DDG 1000 Intermediate Shaft	3040-01-674-3936
018	DDG 1000 Stern Tube Shaft	3040-01-674-3925

The Contractor shall reference and utilize the latest version of the Technical Data Package (TDP) that is provided on the delivery order level.

1.2 DATA REQUIREMENTS

The data to be furnished hereunder shall be prepared as required on the delivery order level in accordance with the Contract Data Requirements list.

CDRL No.	TITLE
A001	STATUS REPORT
A002	INSPECTION SYSTEM PROGRAM AND TEST PLAN
A003	WELDING PROCEDURES AND QUALIFICATION TEST
A004	RADIOGRAPHIC SHOOTING SKETCHES
A005	PRODUCTION RADIOGRAPHY
A006	ENGINEERING CHANGE PROPOSAL (ECP)
A007	REQUEST FOR WAIVER
A008	CERTIFICATION DATA REPORT (ST AND LHD-1 PROP SHAFTS)
A008	CERTIFICATION DATA REPORT (PROP, EXCEPT LHD-1)
A009	FIRST ARTICLE TEST PLAN
A010	FIRST ARTICLE TEST REPORT
A011	VISUAL PRESERVATION INSPECTION
A012	PROCUREMENT TURN AROUND TIME REPORT

See Attachment A001-A012 for Contract Data Requirements list.

2.0 APPLICABLE DOCUMENTS

2.1 SPECIFICATION REFERENCES

The following specifications are incorporated by Reference:

- A. NAVSEA S9243-A5-MMD-010
Gages, Plug and Ring, Propellers and Propulsion Shafting; Repair, Inspection, Certification and Use

The following specifications are considered part of this contract as specified herein:

SPECIFICATION NUMBER	REV	DATE	DIST	AMEND	CHG NOT
MIL-STD-129	P	29 OCT 04	A		3
ASTM B369		1 OCT 06	A		
ASTM E1444		1 MAR 05	A		
MIL-STD-2199	B	18 MAY 2020	A		
MIL-STD-973	A	13 JAN 95	A		3
MIL-STD-792	E	20 JAN 93	A		2
MIL-STD-2191		23 MAR 04	A		1
MIL-STD-130	M	02 DEC 05	A		
MIL-STD-167-1	A	02 NOV 05	A		
MIL-STD-2035	A	15 MAY 95	A		
MIL STD-2073-1	D	10 MAY 02	A		1
MIL-S-24093	A	05 NOV 91	A		
MIL-S-23284	A	15 JUN 90	A		
ASQ Q9001:2015		2015	A		
MIL-PRF-6799	K	14 SEP 98	A		
MIL-C-16173	E	07 SEP 06	A	1	
MIL-C-23760	D	30 AUG 99	A		1
MIL-B-45852	A	14 MAR 97	A		1
MIL-I-45208	A	03 NOV 95	A	2	
NAVSEA 9245.1	A	19 FEB 88	A		
S9243-A5-MMD-010		30 NOV 95	C		
NAVSEA S9074-AQ-GIB-010/248		01 AUG 95	A		
NAVSEA S9074-AR-GIB-010/278		01 AUG 95	A		
NAVSEA T9074-AS-GIB-010/271		16 FEB 99	A	1	
MIL-DTL-2845	E	18 AUG 99	A		
NSTM CHAPTER 243	1	30 MAY 07	C		

DRAWING NUMBER	CAGE	REV	DISTR
810-1385967	80064		C
803-2145807	80064	D	C
804-5959321	53711		C

Where referenced within the contract, specification or drawing, the following specifications shall be used in lieu of previous specifications document specified:

FROM	TO
MIL-C-20159	ASTM B369-06
MIL-STD-1949	ASTM E1444-05
MIL-STD-248	NAVSEA MANUAL S9074-AQ-GIB-010/248
MIL-STD-271	NAVSEA MANUAL T9074-AS-GIB-010/271
MIL-STD-278	NAVSEA MANUAL S9074-AR-GIB-010/278
ASQ Q9002	ASQ Q9001

The following forms are considered a part of this contract as specified herein. The latest version of the inspection forms shall be used as determined by the issue date of the individual delivery order. The report form and format shall not be changed without prior approval of NSWCPD 427. Report forms shall be obtained from <http://www.dema.mil/npp/>.

NUMBER	TITLE
9243/1	PLUG AND RING GAGE CERTIFICATION
9243/2	PLUG AND RING GAGE VISUAL INSPECTION
9243/3	PLUG GAGE DIMENSIONAL INSPECTION
9243/4	RING GAGE DIMENSIONAL INSPECTION
9243/5	MAIN PROPULSION SHAFT VISUAL PRESERVATION INSPECTION

ORDER OF PRECEDENCE

In the event of a conflict between the text of this Section (Section C11) and the references and/or drawings cited herein, the text of this Section shall take precedence. Nothing in this Section; however, shall supersede applicable laws and regulations unless a specific exemption has been obtained.

UPDATING SPECIFICATIONS AND STANDARDS

If during the performance of orders under this contract the Contractor believes that the agreement contains outdated or different versions of any specifications or standards, the Contractor may request that the order or contract be updated to include the current version of the applicable specification or standard. Updating to a different version of a specification or standard shall not affect the form, fit or function of any deliverable item or increase the cost or price of the item to the government unless specifically agreed to by the Contracting Officer. The Contractor should submit update requests to the Contracting Officer for approval. The Contractor shall perform the orders in accordance with the existing specifications and standards until notified by the Contracting Officer of the disposition of the request. Any approved alternate or updated specifications and standards will be incorporated into the agreement or orders as applicable.

ENCLOSURES

The following enclosures are applicable to preparation, welding, NDT, and follow-on inspection of sleeve split joints (welded sleeves) and are incorporated by specified reference herein.

1. Waterborne Shafting Split Sleeve Fit-Up Modifications for Surface Ships
2. Supplementary Split Sleeve Data and Instructions for Shaft Repair Facilities

A012 MANUFACTURE TURN AROUND TIME REPORT

Manufacture Turn-Around-Time

- I. The contractor shall provide a detailed step-by-step timeline inclusive of critical milestones for a typical DDG-51 Class Propeller Shaft (MOD C)
- II. The timeline shall be broken out by each step in the manufacturing process and have a turn time associated with each step in the process.
- III. For each step in the manufacturing process, also detail what resources are required to complete each step (material, personnel, machinery, GFM, etc.). For material, typical quantities must be noted. For personnel, labor categories and expected hours for each must be noted.
- IV. Each turn-time listed must reflect two scenarios: 1) what the turn time would be if the vendor had no other work in their shop (OPTIMISTIC); and, 2) what the turn time would be accounting for the typical outside workload the vendor experiences (REALISTIC).
- V. The contractor shall point out what steps in the manufacturing process are considered bottlenecks, including their assessment of the cause for such bottlenecks typically experienced.

Capacity

- I. The contractor shall provide a detailed statement on what their facility's capacity is. The vendor should provide a detailed statement on how many Waterborne Shafts their facility can work on at one time while being able to meet the turnaround time established in #1. This metric shall take into account the facility's typical work-in progress.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS- Will be included in each Delivery Order.

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	N/A	N/A	N/A	N/A
0012	N/A	N/A	N/A	N/A
0013	N/A	N/A	N/A	N/A
0014	N/A	N/A	N/A	N/A
0015	N/A	N/A	N/A	N/A
0016	N/A	N/A	N/A	N/A
0017	N/A	N/A	N/A	N/A
0018	N/A	N/A	N/A	N/A

Section F - Deliveries or Performance

PROPOSED DELIVERY SCHEDULE

CLIN	ITEM	EST. QUANTITY	ORDERING PERIOD	DELIVERY	PLACE OF PERFORMANCE
001 002	DDG-51 Propeller Shaft DDG-51 Stern Tube Shaft	22 EACH	From date of Contract Award through 5 years thereafter	To be specified at the order level	Contractor Facility, In Accordance with Section C
003 004 005	LHD-1 Propeller Shaft LHD-1 Intermediate Shaft LHD-1 Stern Tube Shaft	3 EACH 7 EACH 2 EACH	From date of Contract Award through 5 years thereafter	To be specified at the order level	Contractor Facility, In Accordance with Section C
006 007 008	LSD-41 Propeller Shaft LSD-41 Intermediate Shaft LSD-41 Stern Tube Shaft	1 EACH 5 EACH 0 EACH	From date of Contract Award through 5 years thereafter	To be specified at the order level	Contractor Facility, In Accordance with Section C
009 010 011	LPD-17 Propeller Shaft LPD-17 Intermediate Shaft LPD-17 Stern Tube Shaft	8 EACH	From date of Contract Award through 5 years thereafter	To be specified at the order level	Contractor Facility, In Accordance with Section C
012 013	LHA-6/LHD-8 Propeller Shaft LHA-6/LHD-8 Stern Tube Shaft	6 EACH	From date of Contract Award through 5 years thereafter	To be specified at the order level	Contractor Facility, In Accordance with Section C
014 015	LCC-19 Stern Tube Shaft LCC-19 Propeller Shaft	1 EACH	From date of Contract Award through 5 years thereafter	To be specified at the order level	Contractor Facility, In Accordance with Section C
016 017 018	DDG 1000 Propeller Shaft DDG 1000 Intermediate Shaft DDG 1000 Stern Tube Shaft	2 EACH	From date of Contract Award through 5 years thereafter	To be specified at the order level	Contractor Facility, In Accordance with Section C
019	Technical Data (CDRL A001-A011)	1 LOT (Unpriced)	From date of Contract Award through 5 years thereafter	To be specified at the order level	Contractor Facility, In Accordance with Section C
020	Technical Data (CDRL A012)	1 EACH	Minimum Order at time of Contract Award	To be delivered 60 days after date of Contract Award	Contractor Facility, In Accordance with Section C

DELIVERY INFORMATION- To be identified in each Delivery Order.

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	N/A	N/A	N/A	N/A
0012	N/A	N/A	N/A	N/A
0013	N/A	N/A	N/A	N/A
0014	N/A	N/A	N/A	N/A
0015	N/A	N/A	N/A	N/A
0016	N/A	N/A	N/A	N/A
0017	N/A	N/A	N/A	N/A
0018	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving DEC 2018
 Reports

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

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

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

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

(ii) For fixed price line items—

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

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

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

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

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

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

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

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

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

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

Routing Data Table*

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

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

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

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

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

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

(g) WAWF point of contact.

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

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

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

(End of clause)

Section H - Special Contract Requirements

H-1 ROLLING ADMISSIONS

The Government reserves the right to periodically hold a new competition for the purpose of adding additional IDIQ holders. This expansion would take place under the rolling admissions process. The Contracting Officer (CO) will solicit potential contractors during a rolling admissions period via Government-wide Point of Entry. Potential contractors will be required to provide proof of their technical acceptability for the manufacture of the NSNs listed in Section B.

H-2 ORDERING PROCEDURES

1 GENERAL

1.1 One or more delivery orders may be issued during the ordering period of this contract. It is understood and agreed that the Government has no obligation to issue any orders except the guaranteed minimum order. In the event of any inconsistency between any Order and the contract, the contract shall control. All delivery orders off of the IDIQ award will incorporate all terms of the contract unless otherwise specified in the delivery order.

1.2 Price or Delivery may be the most important criteria for delivery order selections, but the Navy may award the delivery order to other than the lowest priced offeror. When awarding a delivery order, the Authorized Ordering Officer may consider past performance (including personal knowledge of the contractor's performance on prior delivery orders), and any other factors relevant to determining whether the contractor is capable of providing better value in performing the services required by the Navy for an upcoming delivery order.

1.3 In order to be eligible as a Small Business or as a specific SBA small business designation during the competitive ordering process, the Offeror must have had that status at the time of IDIQ proposal submission that resulted in the award of the Multiple Award Contract (MAC).

2 PROCEDURES FOR PLACING ORDERS UNDER MULTIPLE AWARD CONTRACTS

2.1 This will be a multiple award contract administered in accordance with FAR 16.505.

3 REQUEST FOR DELIVERY ORDER PROPOSALS (RDOP)

3.1 RDOPs will usually be sent via electronic mail, or other media appropriate for the RDOP, such as facsimile or web based interface.

3.2 When responding to an RDOP, contractors shall propose firm-fixed prices for established CLINs and SubCLINs, as applicable.

3.3 The prime contractor, not the subcontractor, will be ultimately responsible for meeting the requirements of each delivery order award.

3.4 The contractor's response to an RDOP will constitute an "offer" as this term is defined in FAR 2.101 ("Offer means a response to a solicitation that, if accepted, would bind the offeror to perform the resultant contract"). By submitting an offer, the contractor grants the Government the right to accept the offer and form a binding obligation on the contractor to perform the Delivery Order at the prices set forth in the offer. Delivery orders will be awarded in accordance with FAR 16.505. The Government will award Delivery Orders in most cases with little or no discussions.

3.5 The delivery order evaluation and selection process will be identified in the RDOP. Factors such as those identified below may be used in the evaluation of offerors at the delivery order level. However, price will be a factor in every evaluation.

Turnaround time/Delivery
 Facility Capability/Capacity
 Milestone Performance Plan
 Past Performance
 Small Business Utilization

3.6 Contractors are not required to submit an offer in response to an RDOP; however, subject to FAR 16.505 (b)(2), the Government has the right to issue a delivery order to a contractor within the ordering period and up to the contract maximum. The Government will not issue a Delivery Order in contravention of the provisions at FAR 16.505(b) unless an exception in FAR 16.505(b)(2) applies.

3.7 The KO reserves the right to request additional pricing information/justification for prices that may not be supported by the current market conditions, to address any disputes for this nature under the disputes clause, or to determine price reasonableness for items or services priced at the delivery order level. The Government reserves the right to exclude contract holders from continued participation should they fail to adequately perform any aspects of their subsequent contract or fail to actively participate in the delivery order competitions.

3.8 Upon request of KO only, the contractor shall provide the following information: In accordance with FAR part 15.404-3, the prime contractor or subcontractor shall -- (1) Conduct appropriate cost or price analyses to establish the reasonableness of proposed subcontract prices; (2) Include the results of these analyses in the price proposal. As a result, the offeror and its subcontractor(s) shall provide whatever information is necessary to help the Government understand why the proposed prices are realistic, fair, and reasonable in a narrative within its offer. When requested, each offeror's price proposal shall contain sufficient quantitative and narrative documentation necessary to adequately support and explain the prices proposed to include subcontractor prices. If competition is not available for subcontracting, the narrative shall provide the circumstances to explain why the competition is not available and how the subcontractor's price is realistic and reasonable.

4 ORDER OMBUDSMAN.

4.1 The Delivery Order Ombudsman is available to the Contractor to assist in the resolution of complaints arising under the issuance of any Delivery Order under this contract.

4.2 If a Contractor elects to utilize the Delivery Order Ombudsman process, the Contractor is instructed to first contact the local activity contract specialist and KO for issue resolution. If the issue is not able to be resolved, the issue shall then be elevated to the cognizant local activity Ombudsman. Should resolution not be achieved with the local activity Ombudsman, the cognizance for resolution would reside with the Overarching Command or Headquarter Ombudsman. The cognizant Ombudsmen are as follows:

Local Ombudsman:

Name: Mr. John Sweeney

Address: 700 Robbins Avenue, Philadelphia, PA 19111

Phone Number: (215)-697-9307
 Email: john.swseeney54.civ@us.navy.mil

4.3 The Contractor authorizes the Ombudsman to disclose to other parties or to nonparties any information submitted to the Ombudsman that, in the judgment of the Ombudsman, must be disclosed within Government channels to the extent deemed necessary by the Ombudsman to facilitate understanding of the issue or issues. The Contractor also authorizes the Ombudsman to disclose to other parties or to nonparties any information submitted to the Ombudsman that, in the judgment of the Ombudsman, must be disclosed to prevent or investigate fraud, waste, abuse, criminal activity or imminent physical harm.

4.4 In accordance with FAR 16.505(a)(10)(i)(B) protests of Delivery Orders (DO) valued in excess of \$25 Million may only be filed in accordance with the procedures at FAR 33.104. Any contact with the Ombudsman does not extend any of the timeliness for filing a protest with the GAO.

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
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2021
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
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
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	DEC 2021

52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	DEC 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	DEC 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 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	DEC 2021
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
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	DEC 2021
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-23	Limitations on Pass Through Charges	JUN 2020
52.219-8	Utilization of Small Business Concerns	OCT 2022
52.219-9	Small Business Subcontracting Plan	OCT 2022
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2022
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	DEC 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2021
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-12	Tax on Certain Foreign Procurements	FEB 2021
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	DEC 2021

52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
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 2021
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
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-61	F.O.B. Origin--Minimum Size Of Shipments	APR 1984
52.247-61	F.O.B. Origin--Minimum Size Of Shipments	APR 1984
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
252.204-7002	Payment For Contract Line or Subline Items Not Separately Priced	APR 2020
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
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.211-7003	Item Unique Identification and Valuation	MAR 2022
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
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.215-7008	Only One Offer	JUL 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010

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	JUN 2022
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies	DEC 2018
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	DEC 2019
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	AUG 2022
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China	AUG 2022
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China	AUG 2022
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
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	APR 2022
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7004 (Dev)	DoD Progress Payment Rates (DEVIATION 2020-O0010)	MAR 2020
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
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7001	Warranty Of Data	MAR 2014
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from *the date of award* through *five years after date of award*, or until *the maximum contract value is met*.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 1 Each _____, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of the contract maximum value; _____

(2) Any order for a combination of items in excess of the contract maximum value; _____ or

(3) A series of orders from the same ordering office within 365 _____ days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 900 days.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL
HYDROFLUOROCARBONS (JUN 2016)

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

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have

lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

Hydrofluorocarbons means compounds that only contain hydrogen, fluorine, and carbon.

Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable)

*_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall--

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by--

(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after--

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at <http://www.epa.gov/snap/>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap/>.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clauses: <https://www.acquisition.gov/browse/index/far/>
DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(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 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **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)

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

(a) Definitions.

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

(1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);

(2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and

(3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

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

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

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review;

(iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and

(iv) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "High" in the resulting score.

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

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review; and

(iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "Medium" in the resulting score.

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

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html, if necessary.

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

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

(i) The email shall include the following information:

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

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

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

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

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

(D) Date the assessment was completed.

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

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

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

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

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

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

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

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

(f) Accessibility.

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

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

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through

the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

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

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

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

(End of clause)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEC 2019)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

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

Summary Subcontract Report (SSR) Coordinator means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense level and is responsible for acknowledging receipt or rejecting SSRs submitted under an individual subcontracting plan in eSRS for the Department of Defense.

(b) Subcontracts awarded to qualified nonprofit agencies designated by the Committee for Purchase From People Who Are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal (section 8025 of Pub. L. 108-87)

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to--

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the cognizant contract administration activity for the Contractor.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small

business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) Submit the consolidated SSR for an individual subcontracting plan to the “Department of Defense.”

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.

(ii) The authority to acknowledge receipt of or reject SSRs submitted under an individual subcontracting plan resides with the SSR Coordinator.

(g) Include the clause at Defense Federal Acquisition Regulation Supplement (DFARS) 252.219-7004, Small Business Subcontracting Plan (Test Program), in subcontracts with subcontractors that participate in the Test Program described in DFARS 219.702-70, if the subcontract is expected to exceed the applicable threshold specified in Federal Acquisition Regulation 19.702(a), and to have further subcontracting opportunities.

(End of clause)