

INCORPORATED FAR AND DFARS CLAUSES

N00024-26-C-4410

The following clauses are flowed down pursuant to the requirements of the Prime Contract.

The following clauses of the FAR and DFARS are hereby incorporated into this Contract by reference as if given in full text, subject to the following definitions. The full text of FAR and DFARS clauses may be accessed electronically at the following internet websites:

<https://www.acquisition.gov>

FAR: Federal Acquisition Regulation (FAR)

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

DFARS: Defense Federal Acquisition Regulation Supplement (DFARS) and Procedures, Guidance, and Information (PGI)

Definitions

The following terms will have the meanings indicated in each of the following FAR and DFARS clauses, unless the context indicates otherwise:

- (a) "Contract" means this Contract
- (b) "Contractor" means Seller
- (c) "Contracting Officer" means Buyer
- (d) "Government" means Buyer
- (e) "Subcontractor" means Seller's subcontractors

The following additional definitions and references apply to this Contract under the prime contract:

- (f) "Department" means the Department of the Navy.
- (g) 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.
- (h) References to the Armed Services Procurement Regulation or Defense Acquisition Regulation. All references in this Contract 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.
- (i) "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 this Contract, those terms and acronyms shall be interpreted as “National Item Identification Number” (NIIN) and “National Stock Number” (NSN), respectively, which shall be defined as follows:

- (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.
- (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

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NUMBER	DESCRIPTION	DATE
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	NOV 2021
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	MAR 2021
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	FEB 2026
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	FEB 2026
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities	DEC 2023
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.209-6	Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	FEB 2026
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2026
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	FEB 2026
52.210-1	Market Research	FEB 2026
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	FEB 2026

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NUMBER	DESCRIPTION	DATE
52.215-2	Audits and Records --Negotiation	FEB 2026
52.215-8	Order of Precedence--Uniform Contract Format	FEB 2026
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11 (Dev)	Price Reduction for Defective Certified Cost or Pricing Data--Modifications (DEVIATION 2022-O0001)	OCT 2021
52.215-12 (Dev)	Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-O0001)	OCT 2021
52.215-13 (Dev)	Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-O0001)	OCT 2021
52.215-14	Integrity of Unit Prices	NOV 2021
52.215-15	Pension Adjustments and Asset Reversions	FEB 2026
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits(PRB) Other than Pensions	FEB 2026
52.215-19	Notification of Owership Changes	FEB 2026
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	FEB 2026
52.216-24	Limitation Of Government Liability	APR 1984
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	FEB 2026
52.219-8	Utilization of Small Business Concerns	FEB 2024
52.219-9 Alt. 1	Small Business Subcontracting Plan	FEB 2026
52.219-16	Liquidated Damages-Subcontracting Plan	FEB 2026
52.219-28	Post-Award Small Business Program Rerepresentation	FEB 2026
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	FEB 2026
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2026
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	FEB 2026
52.222-35	Equal Opportunity for Veterans	FEB 2026
52.222-36	Equal Opportunity for Workers with Disabilities	FEB 2026
52.222-37	Employment Reports on Veterans	FEB 2026
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2026
52.222-54	Employment Eligibility Verification	FEB 2026
52.223-3	Hazardous Material Identification And Material Safety Data	FEB 2026
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
52.223-10 (Dev)	Waste Reduction Program (DEVIATION 2025-O00004)	MAR 2025
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	FEB 2026
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	FEB 2026
52.223-23 (Dev)	Sustainable Products & Services (DEVIATION 2025-O00004)	MAR 2025
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021

GENERAL DYNAMICS

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NUMBER	DESCRIPTION	DATE
52.226-7	Drug-Free Workplace	MAY 2024
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving	MAY 2024
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-4	Federal, State And Local Taxes (State and Local Adjustments	FEB 2013
52.229-12	Tax on Certain Foreign Purchases	FEB 2021
52.230-2	Cost Accounting Standards	FEB 2026
52.230-3	Disclosure and Consistency of Cost Accounting Practices	FEB 2026
52.230-6	Administration of Cost Accounting Standards	FEB 2026
52.232-9	Limitation On Withholding Of Payments	APR 1984
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	MAR 2023
52.233-1 Alt 1	Disputes	FEB 2026
52.233-4	Applicable Law for Breach of Contract Claim	FEB 2026
52.234-1	Industrial Resources Developed Under Title III of Defense Production Act	FEB 2026
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
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	FEB 2026
52.243-6	Change Order Accounting	FEB 2026
52.244-5	Competition In Subcontracting	AUG 2024
52.244-6	Subcontracts for Commercial Products or Commercial Services (Deviation 2025-O0003)	MAR 2025
52.245-1 Alt 1	Government Property (Sep 2024) Alternate 1	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-26	Reporting Nonconforming Items	FEB 2006
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	JUN 2020
52.249-2	Termination of Convenience of The Government (Fixed-Price)	APR 2012

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NUMBER	DESCRIPTION	DATE
52.249-8	Default (Fixed-Price Supply & Services	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.252-2	Clauses Incorporated by Reference	FEB 1998
52.252-6	Authorized Deviations in Clauses	NOV 2020
52.253-1	Computer Generated Forms	FEB 2026
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	JAN 2023
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	JAN 2023
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7009	Limitation of the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7012 (Dev)	Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2024-O0013 REVISION 1)	MAY 2024
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition of the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7020	NIST SP 800-171 DOD Assessment Requirements	NOV 2023
252.205-7000	Provision Of Information To Cooperative Agreement Holders	Oct 2024
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
252.211-7003	Item Unique Identification and Valuation	JAN 2023
252.215-7002	Cost Estimating System Requirements	JAN 2025
252.217-7003	Changes	DEC 1991
252.217-7004	Job Orders and Compensation	MAY 2006
252.217-7005	Inspection and Manner of Doing Work	JUL 2009
252.217-7006	Title	DEC 1991
252.217-7008	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
252.217-7013	Guarantees	DEC 1991
252.217-7014	Discharge of Liens	DEC 1991
252.217-7015	Safety and Health	DEC 1991
252.217-7016	Plant Protection	DEC 1991
252.217-7027	Contract Definitization	MAY 2023
252.217-7028	Over And Above Work	DEC 1991

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NUMBER	DESCRIPTION	DATE
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	JAN 2023
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.225-7001	Buy American and Balance of Payments Program	FEB 2024
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission After Award	JUL 2024
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	JAN 2023
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7013	Duty-Free Entry--Basic	AUG 2025
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	JAN 2023
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain	MAY 2024
252.225-7021	Trade Agreements--Basic	FEB 2024
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
252.225-7036	Buy American - Free Trade Agreements-Balance of Payment Program-Basic	FEB 2024
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	MAY 2024
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023
252.227-7013	Rights in Technical Data--Other Than Commercial Products and Commercial Services	AUG 2025
252.227-7015	Technical Data--Commercial Products and Commercial Services	JAN 2025
252.227-7016	Rights in Bid or Proposal Information	JAN 2025
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JAN 2025
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JAN 2025
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.242-7004	Material Management And Accounting System	JAN 2025
252.242-7005	Contractor Business Systems	JAN 2025
252.242-7006	Accounting System Administration	JAN 2025
252.243-7001	Pricing Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	NOV 2023
252.244-7001	Contractor Purchasing System Administration	JAN 2025

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NUMBER	DESCRIPTION	DATE
252.245-7003	Contractor Property Management System Administration	JAN 2025
252.245-7005	Management and Reporting of Government Property	JAN 2024
252.246-7003	Notification of Potential Safety Issues	JAN 2023
252.246-7006	Warranty Tracking of Serialized Items	MAR 2016
252.247-7023	Transportation of Supplies by Sea	OCT 2024
252.251-7000	Ordering from Government Supply Sources	AUG 2012

Additional Contract Clauses

1.12. QUALITY ASSURANCE

1.12.1. QUALITY ASSURANCE PROGRAM: The Contractor shall provide and maintain a quality assurance program acceptable to the Government, and shall perform or have performed the inspections and tests pursuant to that program to substantiate that the material and workmanship provided pursuant to the job order conform to the drawings, specifications, job orders, and contract requirements listed herein. The Contractor's quality assurance program shall be in accordance with that set forth in NSI 009-004. In addition to its rights under DFARS 252.217-7005 "Inspection and Manner of Doing Work", the Government shall have the right to deem work or material furnished by the Contractor to be incomplete and not in accordance with the requirements of the job order by reason of the Contractor's failure to comply with the requirements of its quality assurance program and, as such, the Contractor shall not be entitled to progress payments for said work and material (See CDRL A006).

1.12.2. Quality Assurance – Specific Reporting Requirements: The Contractor shall submit all required reporting in accordance with Category I and invoked category II NSIs, including, but not limited to:

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1.12.2.1. The Contractor shall submit all required reports associated with 009-007, regarding opening and certification of tanks and spaces, in accordance with CDRL A007.

1.12.2.2. The Contractor shall meet all Process Control Procedure (PCP) reporting requirements in accordance with NSI 009-009 and CDRL A008.

1.12.2.3. The contractor shall meet all technical reporting requirements including those set forth in NSI 009-012 (See CDRL A009).

1.12.2.4. The Contractor shall meet all requirements relating to weight and stability reports for in-service surface ships in accordance with NSI 009-103 and CDRL A014.

1.12.3. Quality Assurance Surveillance Plan (QASP): The Contractor shall meet the Performance/Acceptable Quality Level Requirements for each Deliverable/Assessment Area in the QASP, Attachment J-5. There will be monetary deductions based on the Contractor's failure to meet requirements as stated in the QASP.

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1.13. IDENTIFICATION OF CONDITION FOUND: In accordance with the requirements of NSI 009-001, the Contractor shall identify needed repairs and recommend corrective action during contract performance for work/deficiencies discovered which are not covered by the existing work package. For conditions to impact the critical path(s) /controlling item(s), the Contractor shall notify the Government via electronic media within 24-hours of discovery. This initial notification need not include all content required for a Condition Found Report (CFR), but must include a description of the condition/deficiency and an estimated timeframe for the offeror's professional recommendation for resolution, which shall not exceed five (5) working days as specified below. Recommended repairs and corrective actions shall be submitted to the Government in the form of a CFR (intended to represent the "Work Request" described in DFARS 252.217-7028 "Over and Above Work") per CDRL A002.

1.13.1. CONDITION FOUND NOTIFICATION TO GOVERNMENT: CFRs shall be submitted through the Navy Maintenance Database Re-platform (NMDR) within five (5) working days of discovery of the condition. At a minimum, the CFR will include the following:

- (1) Identify contract, ship, and hull number
- (2) Serialized by CFR number
- (3) Identification of the applicable Work Item number
- (4) Date requirement was discovered
- (5) Description of the work requirement
- (6) Specific location of the work
- (7) Recommendation for corrective action
- (8) Recommendation for the appropriate/best time to accomplish the work (i.e. during current availability with or without schedule change, future CNO or Continuous Maintenance Availability). Provide supporting rationale for the recommendation, such as cost efficiencies, availability of work force, availability of material, premium expenditures, etc.
- (9) Identification of related changes, if any, to the internal milestones and production and contract completion dates.

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1.14. DATA REQUIRED FOR RCC AND LOE TO COMPLETION REQUESTS:

1.14.1. For all generated RCCs and GMRs, the Contractor shall provide a COPA proposal to the ACO within five (5) business days (See CDRL A002), unless otherwise specified on an individual RCC or GMR by the ACO. The Contractor's deadline for submission begins to run from the date of receipt, irrespective of whether the RCC/GMR is issued before or after the start of the availability. A Contractor's COPA shall remain valid for a minimum of 14 calendar days, unless otherwise specified by the ACO; if another timeline is specified by the Government, the Contractor's COPA shall remain valid for that amount of time. The COPA provided shall include at a minimum:

- a. Labor hours to be performed by the Prime Contractor
- b. Subcontractor Quote (If applicable)
- c. Material Quote (If applicable)
- d. Mark-up (If applicable)

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

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

Note 3 – Subcontractor Quotes: Subcontractor quotes shall include labor hours, labor rate, material (part number, description, unit cost, quantity, total cost, and vendor quotes for each line item), and tiered subcontractor quotes (if applicable). Proposed subcontractor labor hours shall be broken down by paragraph and task.

Note 4 – Supporting Documentation: The requirements for complete submission of a COPA stated above represents the minimum and does not limit the Government from requesting additional information. In the event the ACO is unable to make a fair and reasonable determination based on

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the original COPA submission, the Contractor shall comply with FAR 15.402(a)(2) which requires the Contractor provide whatever data the ACO needs in order to determine a fair and reasonable price.

Note 5 – Late Submissions: The above documentation must accompany the COPA for the COPA to be considered submitted to the ACO. The number of days a Contractor's COPA remains valid does not begin until the COPA is considered submitted by the ACO. See Attachment J-5, QASP, for deductions associated with late or invalid COPA submittals.

If circumstances arise where the Contractor is unable to submit a COPA within five (5) business days, or alternative date specified by the ACO, the Contractor shall notify the ACO in writing of the specific circumstances and provide a revised date in which a COPA proposal will be submitted. Additional time needed to complete a COPA may be granted solely at the discretion of the ACO. The new timeframe granted solely at the discretion of the ACO and which may differ from the Contractor's request, shall be met by the Contractor. Notification of a late COPA does not exempt the Contractor from meeting its requirement, but will be considered by the Government when conducting a CPARS evaluation and utilized for past performance ratings on future contracts. Late submission of COPAs may result in deductions assessed in accordance with Attachment J-5, QASP.

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

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

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

1.15.1.2. Partial or full work item deletion RCCs from settled growth work or new work will be deleted at the fully burdened ship repair labor rate and material burden

1.15.2. Settled Deleted Price:

1.15.2.1. Full Work Item Deletion: For the purposes of pricing a RCC that deletes a work item in its entirety, the Government considers each individual work item to be separately priced. The starting point for negotiations will be the Contractor's work item price entered in the Work Item Index Tab of Attachment J-4. The burden is on the Contractor to demonstrate production costs incurred. Program management and other indirect costs will not be considered.

1.15.2.2. Partial Deletion: The Contractor agrees to propose RCCs that delete a portion of a work item at the hours, material and subcontractor cost it would have required to accomplish the work. The proposed price shall include only the paragraphs affected by the partial deletion. At no time may the Contractor amend its pricing on the remaining paragraphs not being deleted from the work item.

UNCLASSIFIED

DEPARTMENT OF THE NAVY



Quality Assurance Surveillance Plan (QASP)

For

**USS TRUXTUN (DDG 103)
FY26 Depot Modernization Period (DMP)**

**Solicitation: N0002425R4410
Attachment J-5**

NAVAL SEA SYSTEMS COMMAND
1333 Isaac Hull Ave., S.E.
Washington Navy Yard, DC 2037

1. Purpose

This QASP provides the performance criteria, standards, and procedures for the Government's surveillance and oversight of the Contractor's performance to ensure deliverables are timely, adequate, and complete and to ensure performance is meeting the requirements specified in the contract.

2. Government Roles and Responsibilities

The following personnel shall oversee and coordinate surveillance activities:

- a. Administrative Contracting Officer (ACO) – The ACO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The ACO shall also ensure the contractor receives impartial, fair, and equitable treatment under this contract. The ACO is ultimately responsible for the final validation of the contractor's performance.
- b. Project Manager (PM) – The PM is responsible for technical administration of the contract and shall ensure proper Government surveillance of the contractor's performance. The PM shall keep a quality assurance file. The PM is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.

3. Performance Standards

The performance standards and acceptable quality levels are listed in Enclosure (1). The Government shall use these standards to assess contractor performance.

4. Deducts

There will be monetary deducts as outlined in Enclosure (1). Application of any deductions in accordance with Enclosure (1) is at the ACO's discretion.

5. Methods of Surveillance

Various methods exist to monitor performance. The Government may use, and is not limited to, the surveillance methods listed below in the administration of this QASP:

- a. Direct Observation: The ACO and/or PM will provide on-site oversight to ensure the Contractor is adequately performing to the contract specifications.
- b. Verification of documentation/deliverables provided by Contractor: Government review and assessment of deliverables (timely submission, accuracy, and completeness) and performance will be accomplished in accordance with the contract/order.

- c. Inspections: Other inspections may be made in cases such as accident investigations or other incidents that involve safety. Inspections shall be divided and scheduled as required.

6. Evaluation Ratings

The Government will evaluate the Contractor's performance of the contract/order and the Government will assign a rating of either acceptable or unacceptable. The acceptable quality levels are outlined in Enclosure (1).

7. Documenting Performance

The Government will document positive and/or negative performance. Any report may become a part of the supporting documentation for any contractual action and preparing past performance information using the Contractor Performance Assessment Report System (CPARS).

8. Frequency of Measurement

The frequency of measurement for deliverables is defined in the contract/order. The contractor's performance will be continuously monitored.

A) Deliverable/ Assessment Area	B) Performance Standards / Acceptable Quality Level Requirement	C) Deduct*
1. Schedule and Associated Reports per NAVSEA Standard Item (NSI) 009-060	a) The Contractor is required to submit the following reports (hereinafter referred to as deliverables), in accordance with the schedule requirements stated in NSI 009-060 Tables 2 and 3 to support the milestones identified in Attachment J-3 (Execution Milestones and Key Event Dates): 1. Initial Integrated Production Schedule (IPS) 2. Schedule of Record 3. Weekly IPS 4. 25 Percent Conference Support 5. 50 Percent Conference Support 6. 75 Percent Conference Support b) Deliverables shall be provided in accordance with the content and format requirements stated in NSI 009-060. Notes: i. If the Government does not provide schedules/information for Alteration Installation Team, Government-Contracted Third Party Maintenance Providers, Ship's Force, Commercial Industrial Services, Fleet Maintenance Activity, or other schedules/information not known to the contractor, the contractor shall provide the schedule and associated reports (including the IPS) in the required timeframes to include all information known to the contractor up to 7 days prior to the date of required submission. Should the supervisor and the contractor disagree as to whether an element within NSI 009-060 is objectively required or discretionary, the supervisor will provide direction and/or clarification, which will take effect on the next required submission of the NSI 009-060 deliverable. Rejection or acceptance of a NSI 009-060 deliverable will be determined on whether: a. The deliverable provided conforms to the schedule, content and format requirements in NSI 009-060; and b. The deliverable provided conforms to the Supervisor's direction and/or clarification of any disputed objective/discretionary elements.	a) \$5,000 per each day the deliverable is late or not provided; and b) \$5,000 per each time the deliverable is rejected by the Government due to not meeting the criteria in Column (B).

A) Deliverable/ Assessment Area	B) Performance Standards / Acceptable Quality Level Requirement	C) Deduct*
2. Monthly Manning Reports in Accordance with CDRL A017	a) The Contractor shall provide summary manpower reports as outlined in CDRL A017 (Monthly Manning Report) in the format provided in A017 Enclosure 1 (Monthly Manning Report Template).	a) \$1,000 per each day the report in para (a) of Column B is late or not provided; and b) \$1,000 per each time a report is rejected by the Government due to its failure to provide the information identified in A017.
3. Accuracy of Condition Found Reports (CFRs)	a) CFRs shall be submitted through the Navy Maintenance Database Re-platform (NMDR) and, at a minimum, contain the information required by Section C Paragraph 1.13 of the contract/order and NSI 009-001.	a) \$300 per each time a report is rejected by the Government due to invalid or incomplete information.
4. Change Order Price Analysis (COPA) Submission to Government	a) The Contractor shall provide a Change Order Price Analysis (COPA) proposal to the Administrative Contracting Officer (ACO) in response to a Request for Contract Change (RCC) or Growth Management Request (in support of a LOE to Completion request) within the timeline and including the requirements specified by Section C Paragraph 1.14 of the contract/order and CDRL A002. b) If unforeseen circumstances arise where the contractor is unable to submit a COPA within the required timeframe, the contractor shall notify the ACO immediately of the specific circumstance and provide a revised date on which a COPA will be submitted. Additional time needed to complete a COPA may be granted solely at the discretion of the ACO. The contractor is expected to meet any new timeframe the ACO may choose to grant in response to such a request.	a) \$1,000 per each day a proposal is late or not provided in accordance with the criteria in Column (B).
5. Milestones for Certain Reports per Section C paragraph 3.5 of the contract/order	a) The contractor shall complete the necessary work associated with the open and inspect reports in Section C Paragraph 3.5 <20% O&I report submittal schedule> of the contract/order and submit to the Government the required reports in the necessary format and containing the required information as specified in the Work Item no later than the dates specified in Section C Paragraph 3.5 <20% O&I report submittal schedule>.	a) \$5,000 per each day a report is late or not provided; and b) \$5,000 per each time a report is rejected by the Government due to not meeting the criteria in Column (B).

*Note: Amount to be unilaterally deducted by Government from the associated Work Item (WI) CLIN. In the instance the deduction cannot be traced directly to a WI (e.g., due to non-conformance to a standard item), the total amount will be deducted from CLIN 0002, TYCOM Funds via contract modification.