

INCORPORATED FAR AND DFARS CLAUSES

N00024-20-C-4460

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
28.307-2(A)	LIABILITY	FEB 2009
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2018
52.204-12	UNIQUE ENTITY IDENTIFIER MAINTENANCE	OCT 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS.	DEC 2014
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	JUN 2016
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES.	JUL 2018
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.	AUG 2019
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.210-1	MARKET RESEARCH	APR 2011
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.211-11	LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT	SEP 2000
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR 2008
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS	AUG 2011

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NUMBER	DESCRIPTION	DATE
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA -- MODIFICATIONS	OCT 2010
52.217-7	OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM	MAR 1989
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	OCT 2014
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2018
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	AUG 2018
52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN	JAN 1999
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION	JUL 2013
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION	MAY 2018
52.222-19	CHILD LABOR -- COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2018
52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEP 2016
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	OCT 2015
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	JAN 2019
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS.	JUN 2016
52.223-12	MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS.	JUN 2016
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997

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NUMBER	DESCRIPTION	DATE
52.229-3	FEDERAL, STATE AND LOCAL TAXES	FEB 2013
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB 2013
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	MAY 2014
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-25	PROMPT PAYMENT	JAN 2017
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1 Alt I	DISPUTES (MAY 2014) - ALTERNATE I	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE	AUG 1987
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984
52.243-7	NOTIFICATION OF CHANGES	JAN 2017
52.244-2	SUBCONTRACTS	OCT 2010
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2019
52.245-1 Alt I	GOVERNMENT PROPERTY (JAN 2017) ALTERNATE I	APR 2012
52.245-9	USE AND CHARGES	APR 2012
52.246-11(B)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	DEC 2014
52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984
52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB 2006
52.248-1	VALUE ENGINEERING	OCT 2010
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012
52.249-8	DEFAULT (FIXED-PRICE SUPPLY & SERVICE)	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 2012
52.252-2	CLAUSES INCORPORATED BY REFERENCE	FEB 1998
52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP 2011
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT- RELATED FELONIES	DEC 2008
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013
252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC 2012

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NUMBER	DESCRIPTION	DATE
252.203-7004	DISPLAY OF HOTLINE POSTERS	OCT 2015
252.204-7000	DISCLOSURE OF INFORMATION	OCT 2016
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR 1992
252.204-7004	ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS.	FEB 2019
252.204-7009	LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION	OCT 2016
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	OCT 2016
252.204-7014	LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS	MAY 2016
252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY 2016
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC 1991
252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	MAR 2016
	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE	
252.209-7004	SPONSOR OF TERRORISM	OCT 2015
252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV 2005
252.211-7006	PASSIVE RADIO FREQUENCY IDENTIFICATION	MAR 2018
252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG 2012
252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP 2010
252.217-7003	CHANGES	DEC 1991
252.217-7004	JOB ORDERS AND COMPENSATION	MAY 2006
252.217-7005	INSPECTION AND MANNER OF DOING WORK	JUL 2009
252.217-7006	TITLE	DEC 1991
252.217-7007	PAYMENTS	DEC 1991
252.217-7008	BONDS	DEC 1991
252.217-7009	DEFAULT	DEC 1991
252.217-7010	PERFORMANCE	JUL 2009
252.217-7011	ACCESS TO VESSEL	DEC 1991
252.217-7012	LIABILITY AND INSURANCE	AUG 2003
252.217-7013	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
252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	DEC 2018
252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS DEC 2010	DEC 2010
252.223-7001	HAZARD WARNING LABELS	DEC 1991
252.223-7004	DRUG FREE WORK FORCE	SEP 1988
252.223-7006	PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS	SEP 2014
252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN 2013
252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM-- BASIC	DEC 2017
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC 2017
252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT 2015
252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALITY METALS	OCT 2014
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DEC 2017

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NUMBER	DESCRIPTION	DATE
252.225-7013	DUTY-FREE ENTRY--BASIC	MAY 2016
252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN 2005
252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN 2011
252.225-7019	RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN	DEC 2009
252.225-7021	TRADE AGREEMENTS--BASIC	DEC 2017
252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	DEC 2009
252.217-7028	OVER AND ABOVE WORK	DEC 1991
252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC 2006
252.225-7038	RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS	DEC 2018
252.225-7048	EXPORT-CONTROLLED ITEMS	JUN 2013
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEPT 2004
252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB 2014
252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB 2014
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN 2011
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY 2013
252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR 2000
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP 2016
252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC 2006
252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC 1991
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC 2012
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN 2013
252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION	MAY 2014
252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR 2012
252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	DEC 2017
252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR 2012
252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	DEC 2017
252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN 2013
252.247-7021	RETURNABLE CONTAINERS OTHER THAN CYLINDERS	MAY 1995
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	FEB 2019
252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	AUG 2012

UNCLASSIFIED

DEPARTMENT OF THE NAVY



**Quality Assurance Surveillance Plan (QASP)
For
USS MASON (DDG 87)
FY20 DEPOT MODERNIZATION PERIOD (DMP)**

**Solicitation: N00024-19-R-4460
Attachment J-5**

NAVAL SEA SYSTEMS COMMAND
1333 Isaac Hull Ave., S.E.
Washington Navy Yard, DC 20376

1. **Purpose**

This QASP provides the performance criteria, standards, and procedures for the Government's surveillance and oversight of the Contractor's performance to assure deliverables are timely, adequate, and complete and to assure 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 assure 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 assure the contractor receives impartial, fair, and equitable treatment under this contract. The ACO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

- i. Assigned ACO: **TBD at time of contract award**

- b. Technical Point of Contact (TPOC) – The TPOC is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The TPOC shall keep a quality assurance file. The TPOC is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.

- i. Assigned TPOC: **TBD at time of contract award**

3. **Performance Standards**

The Performance Requirements are listed in Enclosure (1). The Government shall use these standards to determine contractor performance and shall compare contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the contractor on the contract.

4. **Deducts**

Deducts will be based on unfavorable contractor performance as determined by the ACO. 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 TPOC will provide on-site oversight to assure 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 this QASP, the Joint Fleet

Maintenance Manual (JFMM), the SOW and Contract Data Requirements Lists (CDRLs).

- c. Inspections: Other inspections may be made in cases such as accident investigations, etc. Inspections shall be divided and scheduled as required.

6. Evaluation Ratings:

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

7. Documenting Performance

- a. 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

- a. Frequency of Measurement. The frequency of measurement for deliverables is defined in the SOW and each CDRL. The contractor's performance will be continuously monitored. The Government will periodically analyze whether the frequency of surveillance is appropriate for the work being performed.

Enclosure (1): Performance Standards, Acceptable Quality Levels, & Deducts

A) Deliverable/ Assessment Area	B) Performance / Acceptable Quality Level Requirement	C) Deduct*
<p>1. Schedule and Associated Reports per NAVSEA Standard Item (NSI) 009-60</p>	<p>a) Schedule and Associated Reports are provided in accordance with the schedule requirements stated in Table 2 within NAVSEA Standard Item (NSI) 009-60 as well as contract Attachment J-3, Execution Milestones and Key Event Dates.</p> <p>b) Schedule and Associated Reports are provided in accordance with the content and format requirements stated in Table 2 within NSI 009-60.</p> <p>Notes:</p> <ul style="list-style-type: none"> i. If the Government does not provide schedules/information for Alteration Installation Team (AIT), Government-Contracted Third Party Maintenance Providers, Ship's Force (S/F), Commercial Industrial Services (CIS), Fleet Maintenance Activity (FMA), or other schedules/information not known to the contractor, the contractor shall provide the schedule and associated reports (including the Integrated Production Schedule) in the required timeframes to include all information known to the contractor up to 7 days prior to the date of required submission. ii. Unless otherwise directed/clarified by the supervisor, the contractor retains discretion for elements left to contractor discretion in NSI 009-60. Should the supervisor provide direction or clarification on discretionary elements, the direction/clarification will take effect, for the purposes of rejection or acceptance, on the next required submission of 009-60 deliverables. Furthermore, should the supervisor and the contractor disagree as to whether an element within 009-60 is objectively required or discretionary, supervisor clarification will take effect on the next required submission of 009-60 deliverables. iii. Rejection or Acceptance of a deliverable described in 009-60, Table 2 will be determined on whether: <ul style="list-style-type: none"> a. The deliverable provided conforms to objective, non-discretionary, requirements referenced in Table 2. <ul style="list-style-type: none"> i. In the event the contractor submits a deliverable which does not match the contract Attachment J-3, Execution Milestones and Key Event Dates (as modified), the deliverable will be rejected. b. The deliverable provided conforms to the Supervisor's direction or clarification of the desired interpretation of objective/discretionary elements and/or clarification of the applicability of discretionary elements. iv. Rejection or Acceptance of a deliverable described in 009-60, Table 2 will not be determined on whether the deliverable provided satisfies the supervisor's subjective determinations of reasonableness beyond the Rejection or Acceptance criteria in paragraph (a) above. Therefore, subjective determinations of the adequacy or reasonableness of elements, like schedule or manning plans, the contractor's status to plans, forecasts, and mitigation plans will not be a basis for rejection. 	<p>a) \$5,000 per each day the IPS is late or not provided. And;</p> <p>b) \$5,000 per each time the IPS is rejected by the Government due to not meeting the Performance / Acceptable Quality Level Requirement in Column (B).</p> <ul style="list-style-type: none"> i. If an IPS is rejected by the Government, additional deducts will be calculated in accordance with paragraph (a) above, for a minimum of one additional day.

<p>2. Milestones for Certain Reports per Contract Section C paragraph 3.4</p>	<p>a) As described in Contract Section C Paragraph 3.3, the contractor shall complete the necessary work associated with the reports for the USS MASON FY20 DMP 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 the work package.</p>	<p>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 Performance / Acceptable Quality Level Requirement in Column (B). i. If an IPS is rejected by the Government, additional deducts will be calculated in accordance with paragraph (a) above, for a minimum of one additional day.</p>
<p>3. Corrective Action Reports (CARs)</p>	<p>a) Level C and Level D CARs are responded to within the required response date outlined in each respective CAR. b) Contractor’s response/resolution to a Level C or Level D CAR is complete and adequate.</p>	<p>a) \$5,000 per each day a response to a Level C or Level D CAR is past the required response date outlined in each respective CAR. And; b) \$5,000 per each time a response/resolution to a Level C or Level D CAR is rejected by the Government due to incomplete or inadequate response. i) Rejection of the contractor’s response/resolution to a Level C or Level D CAR shall be approved one level above the TPOC. ii) Responses/resolutions to a Level C or Level D CAR may be rejected more than once. iii) If a Level C or Level D CAR is rejected by the Government, additional deducts will be calculated in accordance with paragraph (b) above, for a minimum of one additional day.</p>
<p>4. Accuracy of Condition Found Reports (CFRs)</p>	<p>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 1.10.1.</p>	<p>a) \$1,000 per each time a report is rejected by the Government due to invalid or incomplete information.</p>
<p>5. Change Order Price Analysis (COPA) submission to Government</p>	<p>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) within the timeline specified by Section C Paragraph 1.11. A COPA shall include at a minimum the requirements under Contract Section C Paragraph 1.11 b) If unforeseen circumstances arise where the contractor is unable to submit a COPA within the required timeframe specified by Section C Paragraph 1.11, 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</p>	<p>a) \$1,000 per each day a proposal is late or not provided in accordance with the criteria outlined in Column (B).</p>

Enclosure (1): Performance Standards, Acceptable Quality Levels, & Deducts

	<p>ACO. The new timeframe granted, solely at the discretion of the ACO and may differ from the contractor's request, shall be met by the contractor.</p> <p>Note: The required timeline to submit a COPA does not apply to RCC's requiring Government Directed Subcontractors or other events out of control of the contractor, which will be determined solely by the ACO on a case by case basis.</p>	
<p>6. Integrated Logistics Support (ILS) & Provisioning Technical Data (PTD) Documentation</p>	<p>a) The contractor shall submit all copies of technical manuals, Maintenance Index Pages (MIP), and Maintenance Requirements Cards (MRC) received with GFM and CFM equipment to the Government in the timeline required by SI 009-21.</p> <p>b) The contractor shall submit data required by Attachment A of SI 009-21, in approved transferrable media (spreadsheet or word processing document), to the Government no later than required by SI 009-21 after installation or removal of GFM and CFM equipment or components from shipboard system</p>	<p>a) \$1,000 per each day each item in para (a) of Column B is late or not provided.</p> <p>b) \$1,000 per each day each item in para (b) of Column B is late or not provided.</p> <p>c) The Government will withhold payment in the amount authorized by DFARS 252.217-7007 "Payments" to the contractor of the total contract price until all material and data required by SI 009-21 is submitted and approved by the Government in accordance with DFARS 252.227-7030 "Technical Data-Withholding of Payment."</p>

*Note: Amount to be unilaterally deducted by Government from the associated 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 0001, TYCOM Funds via contract modification.