DRAFT

Section B - Supplies or Services and Prices

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001					
	Transport EX-LONG BEACH to Dismantlement Site FFP Prepare and transport EX-LONG BEACH (CGN 9) to the dismantlement site via heavy lift vessel, submersible barge or other conveyance. FOB: Destination PSC CD: 1905				
				NET AMT	

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					
	Dismantle and Dispose FFP Dismantle and Dispose of EX-LONG BEACH (CGN 9) FOB: Destination PSC CD: 1905				
				NET AMT	

DRAFT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1			

Data Items
FFP
Prepare and deliver data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423. NOT SEPARATELY PRICED.
FOB: Destination
PSC CD: 1905

NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Each		

Incentive Fee
FFP
Incentive Fee for Radiological Regulatory Compliance Incentives. (See Note A). GOVERNMENT TO DEFINE PRICE.
FOB: Destination
PSC CD: 1905

NET AMT

NOTE A: INCENTIVE FEE (APPLICABLE TO CLIN 0004)

1. To provide an incentive for the Contractor's successful completion of the dismantlement/disposal of the EX-LONG BEACH. The predetermined incentive will be reduced if monetary penalties, such as fines if this were NRC-regulated work, are assessed under the Notional Framework during the contract period of performance. The payment of the incentive fee shall be subject to the following evaluation criteria:

    a. To be eligible for the full payment of the incentive fee, the Contractor shall complete dismantlement and disposal of the EX-LONG BEACH without incurring NRC-identified infractions carrying a recommendation of financial penalty.

    b. Should the NRC assess Contractor violation(s) during the period of performance carrying a recommendation of a financial penalty, the incentive fee will be reduced as recommended by the NRC. For example, if the NRC recommends a $50,000 financial penalty for an infraction, the incentive fee shall be reduced by $50,000. Each additional incidence of a violation carrying a recommendation of a financial penalty will result in further incentive fee reduction by the amount recommended by the NRC.

2. The Contractor shall be paid the incentive fee amount earned pursuant to this clause upon completion of the dismantlement and disposal of the EX-LONG BEACH and submittal of proper invoices to the cognizant Payment Office.

3. The amount of the incentive fee to be paid to the Contractor is a unilateral decision made solely at the discretion of the Government.

Section C - Descriptions and Specifications

STATEMENT OF WORK

1. BACKGROUND / PURPOSE

EX-LONG BEACH (CGN 9) was decommissioned in 1995 following over 30 years of service and later transferred to Puget Sound Naval Shipyard and Intermediate Maintenance Facility (PSNS&IMF) in Bremerton, Washington for disposition. From 2012 – 2015, the ship was prepared and modified for long term waterborne storage having completed partial dismantlement that removed both her bow and stern sections. EX-LONG BEACH has two reactor plants housed in two propulsion plants inside the ship. As part of the decommissioning process, the nuclear fuel was removed from the two reactor plants and management of nuclear fuel is not included in the Contract Scope of Work. EX-LONG BEACH is now obsolete with no further use planned. Vessel remains pier-side at PSNS&IMF in Bremerton, Washington. The Navy requires preparation of EX-LONG BEACH for transport, transportation from PSNS&IMF in Bremerton, Washington to the disposal site (Item 0001), and complete dismantlement and disposal (Item 0002). The Navy has established a process with the NRC for technical and contractual implementation of NRC regulations that will govern the disposal of EX-LONG BEACH.

2. GENERAL REQUIREMENTS

The Contractor shall provide all personnel, equipment, tools, vehicles, materials, facilities, supervision, and other industrial equipment and services necessary to meet the requirements of this Contract and perform the scope of work described in a manner which is safe for workers and the environment, and complies with all applicable Federal, State, and local laws and regulations.

The Contractor shall provide evidence of continued availability of such facilities for the duration of the Contract period of performance by ownership, existing lease, or letter from the facility owners indicating a statement of intent to utilize such facilities for scrapping operations, as well as evidence that site specific permits are currently in effect or can be obtained prior to the start of subject Contract.

The Contractor shall comply with NRC radiological regulations and decommissioning plan requirements similar to oversight provided to an NRC licensee completing the decommissioning of a commercial nuclear power plant or materials site.

The Contractor shall employ qualified personnel who are capable of performing the requirements of the contract, including subcontractors and key personnel. Contractor personnel, including subcontractor personnel and consultants, shall be sufficient to accomplish the scope of work. In addition, the Contractor shall employ and maintain the appropriate personnel, organizational and administrative controls necessary to ensure that performance meets or exceeds all contract specification requirements hereunder.

2.1. The Contractor shall prepare a Decommissioning Work Plan (DWP) for EX-LONG BEACH dismantlement and disposal. The DWP shall be submitted to the Nuclear Regulatory Commission (NRC) to obtain their recommendation that NAVSEA provide the Contractor approval to proceed with completion of the Dismantlement and Disposal (D&D) Contract requirements.

2.2. The Contractor shall obtain and maintain valid permits and/or licenses required to execute the Contract scope of work, with the exception of the radiological work performed in the ship or at the project site, which shall be performed under the Regulatory Framework the NRC and Navy have established via Interagency Agreement (Attachment J-4). Permits necessary for performing the scope of

work could include, but are not limited to permits for generating, and shipping for disposal of, polychlorinated biphenyls (PCB) waste, asbestos, and other hazardous materials at the dismantlement site. The Government will not be a co-signee on any permits or licenses obtained by the Contractor.

2.3. The Contractor shall prepare, load, and transport EX-LONG BEACH from the Puget Sound to the dismantlement site. Transportation over public waterways outside the Puget Sound area shall be via heavy-lift vessel or transport barge.

2.4. The Contractor shall transport two (2) defueled reactor vessels (and internal structures) to a commercial low-level radioactive waste disposal site capable of accepting the waste up to Class C as needed.

- The Contractor may procure suitable shipping containers meeting NRC requirements for transporting the two (2) defueled reactor vessels and the internal structures.
- The Contractor may elect to transport the reactor vessels via alternate methods meeting NRC and DOT requirements. Further, the Government calculates that the unshielded reactor vessels will have radiation levels of less than 1 rem/hr at 3m (49 CFR 173.427).
- The Contractor may also alternatively segment the reactor vessels and internal structure prior to packaging into smaller suitable containers meeting applicable NRC/DOT requirements.

2.5. The Contractor shall complete the dismantling of the EX-LONG BEACH at a facility within the United States of America. The Contractor shall remove and properly dispose of radiological and/or hazardous materials/wastes in accordance with applicable Federal, State, and local laws and regulations. Radiological and/or hazardous materials/wastes shall be disposed of within the United States of America.

2.6. The contractor shall process Demilitarization (DEMIL) requirements IAW DoD MIL 4160.28 Vol 2 Section 4 of the DEMIL instruction. Except for the specific prohibitions delineated in the Contract, the Contractor may process and sell all non-radiological and non-hazardous scrap and reusable equipment/material removed from the EX-LONG BEACH.

2.7. The Contractor shall provide all personnel, equipment, tools, vehicles, materials, facilities, supervision, and other industrial equipment and services necessary to meet the requirements of this Contract and perform the scope of work described, in a manner, which is safe for workers and the environment, and complies with all applicable Federal, State, and local laws and regulations. The Contractor shall provide evidence of continued availability of such facilities for the duration of the Contract period of performance by ownership, existing lease, or letter from the facility owners indicating a statement of intent to utilize such facilities for scrapping operations, as well as evidence that site specific permits are currently in effect or can be obtained prior to the start of subject Contract. During dismantlement and disposal, the Contractor is allowed to use any onboard equipment to support the contract. The equipment is provided “as is” with the contractor making an assessment of usefulness and safety, as well as covering any repair and testing prior to use.

2.8. The Contractor shall develop and implement a detailed schedule, including measurable milestones that include identification of all critical path work, to accomplish the Statement of Work in accordance with CDRL A001. The schedule shall include planned start and completion dates and a timeline for each phase of the dismantling, hazardous material removal and disposal in accordance with Exhibit A, including but not limited to, all tasks required for vessel dismantling including demilitarization of residual military equipment and property, identification and safe removal & disposal of hazardous materials/wastes, vessel dismantling, scrap processing, and sale and shipment of scrap and

reusable equipment/material.

2.9. The Contractor shall ensure a completed and NRC verified final radiological condition of the dismantlement and disposal work site for unrestricted use upon completion of the contracted work in accordance with the DWP and NRC requirements.

2.10. Project Support Requirements

2.10.1. The Contractor shall provide public outreach support services on behalf of the project within the locality of the project throughout the period of performance of the project. Public outreach is required to be coordinated with the Navy. The Navy will review all materials prepared for the public (to include local government offices, elected officials, and non-governmental organizations) which must be provided to the Navy for review no later than 48 hours prior to use.

2.10.2. The Contractor shall immediately refer requests for briefings or reports regarding the project from Federal Government officials, including Executive Branch Departments and Members and/or offices of the Legislative Branch to the COR for action (within 1 business day). The Navy will retain responsibility for developing and coordinating responses to these entities and may elect to require the Contractor to participate in the response. This requirement is not to be construed as to withhold or await Navy approval to release information requested by regulatory agencies such as NRC, EPA, or OSHA or similar State-level agencies as it pertains to project performance or inspection visits.

3. APPLICABLE DOCUMENTS

Unless otherwise specified by the technical standards of this Contract, the Contractor shall perform the contract requirements in accordance with applicable Federal and State laws/regulations. The Navy will provide Government Furnished Information (GFI) to assist the offerors in preparing bids, including available technical documentation, select sampling results, drawings, and technical manuals for the EX-LONG BEACH. The Contractor shall maintain access to the online Document Library where this GFI will be stored until the Contractor certifies their own IT system to store this information. Technical documents provided via the Document Library are provided for background and represent when the ship was operational and/or during the inactivation availability. The references listed below are documents that will be used in performance of completing the contract requirement and included as Section J attachments.
References:

- Interagency Framework for Regulation of EX-LONG BEACH Dismantlement and Disposal (Attachment J-7)
- NUREG 1757, Vol 1 [latest version] and Vol 2 [latest version] (Attachment J-8)
- U.S Navy Towing Manual (SL740-AA-MAN-010) (Attachment J- 9)
- NRC Inspection Manual Chapters 2561 [latest version] and 2690 [latest version] (Attachment J-10)
- NN-801 Control and Protection of Unclassified Naval Nuclear Propulsion Information (Attachment J-11)
- DOD Controlled Unclassified Information (CUI) (Attachment J-5)
- DoD MIL 4160.28 Vol 2 Section 4 of the DEMIL instruction

4. SPECIFIC REQUIREMENTS

4.1. <u>ITEM 0001 – Transport EX-LONG BEACH to Dismantlement Site</u>

4.1.1. Preparations for Transport

4.1.1.1. The Contractor shall provide the Navy the Transportation and Tow plan for review, and deliver a submission/status report to specified points of contact. (CDRL A007)

4.1.1.2. The Contractor shall perform transportation via heavy lift vessel, submersible barge or other conveyance considering the EX-LONG BEACH is not capable of open ocean towing. The Contractor's plan for transportation shall be in accordance with Chapter 8 of the U.S. Navy Towing Manual (SL740-AA-MAN-010, Attachment J-9).

4.1.1.3. The Contractor's transportation plan shall address at least the following:

a. Identification of required permits, including regulatory authority for those permits, and reasonable timelines to obtain approved permits.

b. Required conditions of the EX-LONG BEACH prior to receiving the vessel from the Navy, prior to commencing transport, including but not limited to ballasting requirements, tank levels, hull inspections and repairs.

c. Transfer of possession of the EX-LONG BEACH at a location near PSNS&IMF, Bremerton. Identification of the location for the transfer of possession, to which the Contractor and Government shall mutually agree.

d. Loading the EX-LONG BEACH at a location near PSNS&IMF, Bremerton onto the method of conveyance to the dismantlement and disposal facility.

e. Fire and flooding monitoring and prevention measures.

f. Method of securing the EX-LONG BEACH for stability during the transport and heavy weather conditions.

Note: An Acceptance Survey, in accordance with U.S. Navy Towing Manual 8-8.2 (pgs 8-95), shall be conducted no later than 30 days prior to the anticipated tow date.

4.1.1.4. The Contractor shall coordinate with the Navy for acceptance of the vessel at the agreed upon site near PSNS&IMF.

4.1.1.5. The Contractor shall prepare the EX-LONG BEACH for loading and transportation to the dismantlement site.

4.1.1.6. The Contractor shall provide copies of all transportation related permits to the Navy for information.

4.1.2. Transportation

4.1.2.1. Upon Navy approval of the Request to Transfer Possession, the Operational Plan, the Physical and Information Security Plan, the Transportation and Tow Plan, and the Contractor providing objective evidence that the Performance Bond and LLRW disposal easement are in effect, the Navy will tow the vessel to a mutually agreed upon site near PSNS&IMF, Bremerton.

4.1.2.2. The Contractor shall load the EX-LONG BEACH onto the selected method of conveyance. Transfer of possession of the EX-LONG BEACH will occur at a location near PSNS&IMF, Bremerton at a mutually agreeable location to the Government, and the Contractor.

4.1.2.3. The Contractor shall transport the EX-LONG BEACH via the selected method of conveyance to the dismantlement and disposal site.

4.2. ITEM 0002 – Dismantle and Dispose of EX-LONG BEACH

4.2.1. The Contractor shall develop a comprehensive Operational Plan for accepting possession of the vessel from the Navy in accordance with CDRL A017. The Operational Plan shall be delivered to the Navy for approval no later than 45 days prior to the target date for departure of EX-LONG BEACH for transport to the Contractor's facility and will be incorporated into the Contract as Attachment J-15. The plan shall ensure compliance with the special requirements in this Statement of Work and shall include measures to address any procedures and techniques to be used. In addition, the plan shall include measures to prevent flooding or sinking, including procedures for maintaining list, trim and stability while dismantling, environmental remediation, and recycling operations are being accomplished, maintaining vessel security throughout the performance period, and the prevention of cutting slag and other contaminants from entering the water.

4.2.1.1. The Contractor shall also demonstrate to the Government at the Contractor's facility readiness to receive EX-LONG BEACH in accordance with the Operational Plan no later than 15 days prior to the target date for departure of EX-LONG BEACH for transport to the Contractor's facility.

4.2.1.2. The detailed Operational Plan for Dismantling and Recycling of EX-LONG BEACH shall address at least the following elements:

4.2.1.2.1. Plans and procedures for taking over operational control of the vessel from the Navy, including measures in place for safety of personnel and the vessel;

4.2.1.2.2. Movement of the vessel within the Contractor's facility or sub-contractor's facilities to include plans and procedures for placing EX-LONG BEACH in a dry-dock, slip, or other berth within the Contractor's facility;

4.2.1.2.3. Mooring configuration, including safeguarding the vessel during severe weather (Heavy Weather plan may be incorporated by reference, as applicable);

4.2.1.2.4. Security and access control measures in place at the Contractor's facility prior to delivery of the vessel to prevent unauthorized access (may be incorporated by reference, as applicable);

4.2.1.2.5. Fire Protection Plan (may be incorporated by reference, as applicable);

4.2.1.2.6. Partially dismantling the vessel;

4.2.1.2.7. Removing and disposing of hazardous materials/wastes;

4.2.1.2.8. Sale of scrap and reusable items.

4.2.1.3. The Contractor shall include in their Operational Plan specific details for dry-docking, slip or

other method for dismantling the underwater hull in an environmentally safe manner. Existing ship hull blanks and preservation system shall not be damaged by recycling operations including docking, undocking or ship grounding. The plans shall include methods for ensuring vessel stability during the cutting process, final dismantlement of underwater hull, and measures to prevent flooding or sinking. In addition, plans shall include measures for preventing cutting slag and other contaminants from entering the water.

4.2.1.4. The Contractor shall provide the following full-time on-site key personnel in their management organization: Project Manager; Environmental, Safety & Health Manager(s); Radiological Controls/Radiation Health Manager; Production Superintendent and Facility/Information Security Officer (FSO). The replacement of any key personnel identified in the Contractor's technical proposal shall require approval by the Government. The key personnel shall be U.S. citizens.

4.2.2. The Contractor shall submit a Physical and Information Security Plan in accordance with CDRL A008 to the Navy for approval 45 days prior to EX-LONG BEACH departing its current location.

4.2.3. The Contractor shall provide an easement or other contractual right for the Navy to dispose of 500,000 cubic feet of Low-Level Radioactive Waste (LLRW) from EX-LONG BEACH at commercial sites authorized to accept such waste. This easement shall be in place no later than the day of departure of EX-LONG BEACH from its location.

4.2.4. Decommissioning Work Plan

4.2.4.1. The Contractor shall prepare a Decommissioning Work Plan (DWP) for EX-LONG BEACH dismantlement and disposal in accordance with CDRL A014. The DWP shall be submitted to the Nuclear Regulatory Commission (NRC) to obtain their recommendation for the Navy to approve to complete the requirements of the Dismantlement and Disposal (D&D) Contract.

4.2.4.1.1. The Contractor shall prepare a Decommissioning Work Plan (DWP) in accordance with NUREG-1757 (Attachment J-8) and the clarifications in the Interagency Agreement and regulatory framework (Attachment J-7) in accordance with CDRL A014. The DWP shall be include at a minimum the following sections:

a. Description of dismantlement and disposal site conditions.

b. Description of planned decommissioning activities.

c. Planned preparatory work.

d. Worker health and safety plans (the Accident Prevention Plan may be incorporated by reference, as applicable).

e. Radiation protection program plans, including As Low As Reasonably Achievable (ALARA);

f. Radioactive and mixed waste management plans.

g. Environmental monitoring and protection programs.

h. Quality assurance programs.

i. Survey procedures.

j. Final site status survey and release plan.

k. Demobilization activities

l. Identification of key personnel and description of experience in completing projects of similar scope/magnitude.

m. Fire Prevention Plan – in accordance with 10 CFR Section 50.48, Part 50 Appendix A & R, NRC Information notice 23-04 and Ref guide 1.191 rev 1.

n. Heavy Weather Plan to support the protection of radiological materials IAW IAA.

o. Emergency Response Plan consistent with NUREG 3.67 and Attachment J-7

4.2.4.1.2. The contractor shall address the following with the DWP:

a. The Contractor will conduct all work in a manner that prevents or mitigates the potential for release of radioactivity to the environment. The Contractor must apply appropriate environmental monitoring and effluent management programs to achieve the overall goals of no adverse effect on human health and the environment. Environmental monitoring (baseline and ongoing) is required for all work locations, in-water, pierside and on land.

b. No unvalidated decommissioning modeling or new technology will be used by the Contractor. Note that innovative decommissioning methods are welcome but will likely add time and resources to the review/approve the DWP.

c. The Contractor shall perform all radiological dismantlement and sizing evolutions in Contractor established radiologically controlled areas either inside the volume of the ship (i.e., within the hull) or inside a weather protected containment volume. Radiological work area ventilation should be HEPA filtered and maintain the work area negative relative to external areas and the environment.

d. Any radiological work conducted in an off-hull location shall be conducted over an impermeable surface and within a negatively ventilated HEPA-filtered weather protected area.

e. Temporary facilities associated with radiological work or radioactive material storage should be engineered to account for potential adverse weather conditions at the work site. Radiological material storage areas shall be over impermeable surfaces.

f. Work planning should only allow storage of materials in full strength shipping containers when material is stored outside of the ship or containment volume (i.e., awaiting shipping). The volume of onsite packaged radioactive waste should be minimized by prompt shipment to disposal vendors.

g. To minimize cost, and time associated with decontamination and radiological release procedures, for material identified as potentially radiologically impacted, the Contractor shall

dispose of the material as LLRW when cost effective and radiation exposure is maintained As Low As Reasonably Achievable (ALARA). When cost effective, material may be surveyed for release and unrestricted use consistent with the requirements of 10 CFR 20, NUREG 1757, and applicable NRC Guidance (e.g., IE Circular 81-07).

h. The Contractor shall not dispose of radioactive material via release in effluents or via release to a sanitary sewer.

i. The Contractor shall demonstrate how the management of mixed waste will be in compliance with Federal and State requirements (e.g., provide storage requirements, handling requirements, training requirements, and reporting requirements

j. The Contractor shall restore the site to an acceptable radiological condition supporting unrestricted use.

k. DWP configuration management procedures and the threshold for changes requiring formal NRC review and Navy approval.

4.2.4.1.3. The Contractor shall submit their DWP to NRC for review and Navy approval in accordance with the Interagency Agreement and regulatory framework (Attachment J-7) and deliver a submission/status report to specified points of contact in accordance with CDRL A014. The DWP will be reviewed consistent with the procedures described in the Interagency Agreement and regulatory framework (Attachment J-7).

4.2.4.1.4. Upon approval of the DWP by the Navy, the DWP shall be incorporated into the Contract as technical requirements for completing the Contract Scope of Work and without change in the contract price or delivery schedule.

4.2.4.1.5. The Contractor may recommend via formal submittal(s) to the NRC and Navy to conduct decommissioning activities within the vessel following transfer of possession and transport of the ship to the contractor at its facility (Section 4.2.1) and prior to approval of the DWP. The Contractor's proposed decommissioning activities prior to DWP approval will be reviewed by the NRC and approved by the Navy. However, no decommissioning activities that would disturb contamination or radiologically impacted materials will be conducted until NRC review and Navy approval of the contractor's DWP.

4.2.5. Facilities and Licensing Requirements

4.2.5.1. The facility at which the EX-LONG BEACH will be dismantled shall be located within the United States*.

Notes:
* US Department of Defense facility clearance (e.g., to process classified material) is not required.
** The Government will not be a co-permittee on any permits or licenses obtained by the Contractor or a co-generator of any of these waste materials.

4.2.5.2. The Contractor shall demonstrate capability to safely dispose of all the low-level radioactive waste expected to be generated during the dismantlement of the EX-LONG BEACH at NRC or Agreement State licensed commercial facilities. The Contractor shall be responsible for determining how and where the radioactive waste would be disposed of and making appropriate arrangements for

the disposal, consistent with applicable compacts and requirements.

Note: The Government does not intend to authorize the use of Federal waste disposal sites as part of this Contract. The Contractor is authorized to use the waste volume easement or other contractual radioactive waste disposal right for waste generated during EX-LONG BEACH dismantlement (Section 4.2.3).

4.2.5.3. The Contractor shall demonstrate capability to safely dispose of all hazardous waste expected to be generated during the dismantlement of the EX-LONG BEACH at licensed commercial facilities. The Contractor shall be responsible for determining how and where the hazardous waste would be disposed of and making appropriate arrangements for the disposal, consistent with applicable requirements.

4.2.5.4. The Navy intends to establish an on-site presence of representatives to monitor Contractor performance for the total period of project performance. The Navy On-Site Representative (OSR) organization will also assist the Navy in implementing the Regulatory Framework the NRC and Navy have established via Interagency Agreement (Attachment J-7).

4.2.5.5. The Navy OSR organization will ensure the Contractor performs IAW contract requirements and provides well communicated production schedules and current key event milestones. Furthermore, the OSR will monitor contractor compliance with requirements and approved procedures for the following, but not limited to:

a. Operational plan and key event schedule performance;

b. DWP requirements including radiological check points and briefings;

c. Environmental and Occupational Safety and Health laws and regulations;

d. Approved ES&H management, Quality Assurance, Physical and Information security procedures;

e. Implementation of the Heavy Weather and Accident Prevention plan.

4.2.5.6. Navy OSR Authorities under this Contract:

a. Notify Contractor personnel and/or management when Contractor performance is inconsistent with the contract or approved procedures. Parallel notifications will also be provided to the Contracting Officer, Navy, and/or NRC (as applicable).

b. Issues or concerns with Contractor work being executed or planned for in accordance with approved procedures and/or the contract will be raised with the Contracting Officer, Navy, and/or NRC (as applicable) for resolution with Contractor management.

c. Ensure Contractor actions in response to an emergency are in accordance with the contract and approved procedures (i.e., protect personnel, the public, and the environment).

d. During observation of an act that could reasonably result in personnel injury or harm to the environment, promptly engage with the work team, pause operations, and allow the Contractor to validate appropriate safety precautions are in place and take any necessary action consistent

with the contract, approved procedures, and/or appropriate regulations. Pauses to address these concerns shall not be considered changes to the Contract.

4.2.5.7. The Contractor shall keep the Navy OSR organization apprised of project activities, including but not limited to plans for upcoming work, issues or problems requiring resolution, inspections or inquiries from external entities, public affairs inquiries and visiting local, state and community government officials. The Contractor shall allow identical to Contractor personnel for access of the Navy OSR team to the facility and vessel, routine project related meetings, agendas, reports, and status updates.

4.2.5.8. The Contractor shall provide facilities supporting Government oversight of the Contractor, including the Navy OSR organization. These facilities shall be provided on-site within the vicinity of the EX-LONG BEACH (as close as reasonably achievable). Required minimum capabilities include:

a. Office space with sufficient HVAC, electrical power, and off-site internet connectivity (10 MB/s or greater) sufficient for up to eight (8) personnel. These office spaces shall be separate from Contractor office spaces.

b. Provide at least eight (8) parking spaces in the vicinity of the office location.

c. Conference/meeting space for up to fifteen (15) personnel separate from Contractor conference/meeting spaces.

d. Access to separate male and female toilet facilities.

Note: Portable office trailers are acceptable to meet this requirement if permanent facilities are not constructed at the EX-LONG BEACH dismantlement and disposal site. The contractor is responsible for providing furniture, office equipment (1 copier, 1 video screen, 4 desktop monitors with laptop connection capability, phones), WIFI and Internet connectivity, etc. for the Government oversight activities. The Contractor is not responsible for providing computers, printers, or other IT assets.

4.2.6. Regulated and Hazardous Waste

4.2.6.1. The Contractor shall remove and properly dispose of radiological and/or hazardous materials/wastes in accordance with applicable Federal, State, and local laws and regulations.

4.2.6.2. The Government will not be a co-permittee on any permits or licenses obtained by the Contractor or a co-generator of any waste material.

4.2.6.3. The Contractor shall demonstrate capability to safely dispose of all of the low-level radioactive waste expected to be generated during the dismantlement of the EX-LONG BEACH at NRC or Agreement State licensed commercial facilities. The Contractor shall be responsible for determining how and where the radioactive waste would be disposed of and making appropriate arrangements for the disposal, consistent with applicable compacts and requirements.

Note: The Government does not intend to authorize the use of Federal waste disposal sites as part of this Contract. The Contractor is authorized to use the waste volume easement of other contractual radioactive waste disposal right for waste generated during EX-LONG BEACH dismantlement.

4.2.7. Regulatory Framework for Conduct of Radiological Work

4.2.7.1. The Naval Nuclear Propulsion Program (NNPP), a joint Navy and Department of Energy Program, also referred to as Naval Reactors, or within Naval Sea Systems Command (NAVSEA) as the Naval Nuclear Propulsion Directorate (NAVSEA 08), is responsible for the public health and safety associated with the disposition of defueled nuclear-powered ships of the U.S. Navy per the Atomic Energy Act of 1954, as amended (AEA). Naval Reactors has statutory regulatory authorities and responsibilities to the Navy and Department of Energy as described in 50 U.S.C. §§ 2406, 2511). In preparation for this contracted work, the NNPP and U.S. Nuclear Regulatory Commission (NRC) have developed a plan for the NRC to provide support services to the Navy and the NNPP governed by a framework for oversight described in an Interagency Agreement (Attachment J-7, approved version for CVN 65, CGN 9 version is expected to be similar when approved). This Interagency Agreement (IAA) and Regulatory Framework supports the Navy in applying NRC standards and regulations via this Contract for the conduct of radiological work in the same manner as if this scope of work were performed by an NRC licensee in the NRC-regulated sector. Further, this Interagency Agreement and regulatory framework provides for NRC inspections of the Contractor's work under published NRC inspection procedures as if the scope of work were performed at a site implementing an NRC license termination plan.

4.2.7.2. The Contractor shall conduct all radiological work in compliance with the regulatory framework described in the Interagency Agreement (Attachment J-7).

4.2.7.3. The Contractor shall refer to the responsibilities of the "licensee" when performing work subject to NRC regulations

4.2.7.4. The Contractor shall receive and implement any and all corrective actions or other direction provided by the NRC under the regulatory framework described in the Interagency Agreement (Attachment J-7).

4.2.7.5. The Navy will neither add or subtract from the NRC recommended corrective actions or other direction provided by the NRC under the regulatory framework described in the Interagency Agreement (Attachment J-7), with one exception. For significant response actions or public affairs interaction, as the regulator for the project radioactive materials, if needed or requested by the NRC the Navy will coordinate with the NRC and direct action via the Navy's authority under the AEA and public law consistent with the National Response Framework.

4.2.7.6. The target durations of NRC and Navy reviews of Contractor deliverables described in the Interagency Agreement (Attachment J-7) are notional timelines and are only provided as a guide in support of project planning. A lack of response should not be construed for NRC or Navy concurrence or approval of deliverables.

4.2.8. Physical Security Requirements

4.2.8.1. The Contractor shall have facility controls in place to prevent physical access by unauthorized persons to the vessel, or equipment, components, and/or structures requiring demilitarization. The Contractor shall establish a system of checks, inspections, surveys, and assessments to ensure physical security of the facility and vessel is maintained.

4.2.8.2. The Contractor shall implement controls to ensure that access to the propulsion plant spaces, and equipment, or components removed from the propulsion plants within the vessel are limited to US Citizens.

4.2.8.3. The Contractor shall implement controls to ensure that access to passive protection structures within the hull are only accessible to US Citizens.

Note: Employees that are dual-nationals (i.e., hold citizenship with the United States and another foreign country) must be identified in writing to the Navy no later than 15 business days prior to the earliest date where the employee may have access to spaces and equipment defined in 4.2.8.2 and 4.2.8.3. The Navy reserves the right to restrict dual-national employees from access to the spaces and equipment defined in 4.2.8.2 and 4.2.8.3.

4.2.8.4. The Contractor shall implement controls to prevent and mitigate any unauthorized access to the vessel, propulsion plants, or other areas requiring information protection from drones.

4.2.8.5. The Contractor shall implement written plans and operating procedures for all facility physical security programs in accordance with CDRL A008.

4.2.9. Information Security Requirements

4.2.9.1. The Contractor shall safeguard Controlled Unclassified Information (CUI) and Unclassified Naval Nuclear Propulsion Information (U-NNPI) provided as GFI for performance of this contract in accordance with DoD Instruction 5200.48 (Controlled Unclassified Information) and NN-801 (Control and Protection of Unclassified Naval Nuclear Propulsion Information), respectively.

4.2.9.2. The Contractor shall adhere to the guidelines of NN-801, as obligated under contract, which fulfills supplier and sub-tier supplier requirements of OPNAVINST N9210.3 for the protection of U-NNPI noted elsewhere in this contract.

4.2.9.3. The contractor and any sub-contractors with access to the vessel or materials, equipment, and/or components from the vessel requiring demilitarization or from the propulsion plants, shall be certified to access Controlled Unclassified Information (CUI) and Unclassified Naval Nuclear Propulsion Information (U-NNPI) by completing the following:

a. Provide to the Contracting Officer on signed corporate letterhead an overview of the contractor or sub-contractor, to include services that may be applicable to ex-LONG BEACH disposal, corporate structure, locations of headquarters and major satellite offices, and links to public corporate website(s). Further, provide written certification that the contractor or sub-contractor firm is based in the United States and organized under U.S. laws. Firms organized under U.S. laws with foreign ownership, control, or influence (FOCI) must clearly identify the extent of foreign citizen involvement in relation to the ex-LONG BEACH disposal project, and that the firm formally agrees to prevent foreign nationals access to U-NNPI*.

b. Provide a list of persons by name that will participate in the ex-LONG BEACH disposal project and require access to U-NNPI (and other forms of CUI) and certify that these personnel are U.S. Citizens, with the method of validating U.S. citizenship clearly identified by the certifier in accordance with CDRL A009. Individuals with dual citizenship must be clearly identified, with the understanding that such individuals may not be permitted access to ex-LONG BEACH, CUI, or U-NNPI without first notifying the Navy**.

Note: Employees that are dual-nationals (i.e, hold citizenship with the United States and another foreign country) must be identified in writing to the Navy no later than 15 business days prior to the earliest date

where the employee may have access to CUI or U-NNPI. The Navy reserves the right to restrict dual-national employees from access to CUI or U-NNPI.

Notes: *The certifications described above must be signed on corporate letterhead by a company officer (e.g., company president, business unit vice president, or equivalent if privately owned) or facility security officer if the firm possesses a facility security clearance granted by the Defense Counterintelligence and Security Agency (DCSA) or other authorized Government agency.

**The Navy is not requesting vendors provide personally identifiable information (PII) or other privacy protected information about these personnel.

c. Complete a security agreement [Form NN-677 found in Enclosure (1) of NN-801] for protection of U-NNPI, signed by a company officer (or equivalent if privately owned), or facility security officer if the firm possesses a DSCA facility security clearance.

d. As part of completing the Form NN-677 above, vendors are required to attach a signed copy of DD-Form 2345 (Military Critical Technical Data Agreement), which is routed and approved by the Defense Logistics Agency (DLA) Joint Certification Program (JCP); proof of current/active registration through the DLA JCP is also acceptable in lieu of the signed DD-Form 2345. Instructions for completing the DD-Form 2345 can be found at: https://www.dla.mil/Logistics-Operations/Services/JCP/

Note: The EX-LONG BEACH contains no physical equipment or arrangements that are controlled as classified. As such, the Navy expects that the activities supporting completion of this project, including the physical dismantlement work, as well as the preparation of contract proposals, technical work documents, and submittals provided for Government review, do not require specific classified information controls or classification. However, some of the technical documentation describing the EX-LONG BEACH contains U-NNPI. NNPI is all information, classified or unclassified, concerning the design, arrangement, development, manufacture, testing, operation, administration, training, maintenance, and repair of the propulsion plants of Navy nuclear-powered ships and prototypes including the associated shipboard and shore-based nuclear support facilities. Sensitive unclassified military technology is protected by several Federal statutes and export control regulations. Naval Nuclear Propulsion technology is subject to these controls. Hence, U-NNPI is protected and subject to these controls. The designation U-NNPI indicates that although the information is unclassified, it is subject to special handling controls, restricted access and distribution (export controls) and marking requirements and is not releasable to the general public without prior approval by the Government.

4.2.10. Control and Protection of Controlled Unclassified Information (CUI) and Unclassified Naval Nuclear Propulsion Information (U-NNPI) on Information Technology Systems

4.2.10.1. Following Contract award, the Contractor shall certify an Information Technology system for the processing of Controlled Unclassified Information (CUI) in accordance with DoD Instruction 5200.48 (Controlled Unclassified Information) and the processing of Unclassified Naval Nuclear Propulsion Information (U-NNPI) in accordance with the requirements of NN-801 to support performance of this contract.

4.2.10.2. Following Contract award, the Contractor shall provide compliant means to transmit CUI and U-NNPI to/from the Government via the Microsoft Office product suite (i.e., Microsoft 365, Outlook, Teams, etc.).

4.2.10.3 The Contractor shall maintain a current Cybersecurity Maturity Model Certification (CMMC)

Level TBD for the duration of this contract in accordance with DFARS 252.204-7021. This requirement applies to all Contractor and subcontractor information systems that process, store, or transmit Controlled Unclassified Information (CUI) in the performance of this contract, including but not limited to naval ship drawings, Navy/NAVSEA Standard Items, and technical manuals.

4.2.11. Physical and Information Security Plan

4.2.11.1. The Contractor shall deliver a Physical and Information Security Plan for Navy approval in accordance with CDRL A008, per sections 4.2.8 and 4.2.9, demonstrating methods, procedures, and controls to prevent unauthorized access to the vessel, components and equipment removed, from the vessel prior to demilitarization, components and equipment from the propulsion plants, propulsion plant spaces, and other forms of Controlled Unclassified Information (CUI) and Unclassified Naval Nuclear Propulsion Information (U-NNPI).

4.2.11.2. The Physical and Information Security plan will be approved by the Navy prior to the Navy commencing the transfer of possession of EX-LONG BEACH to the Contractor. The Physical and Information Security plan shall be submitted for approval no less than 45 days prior to the anticipated date of departure.

4.2.11.3. The Contractor shall demonstrate to the Government **at the Contractor's facility** that elements necessary to support the Physical and Information Security Plan upon acceptance of possession of EX-LONG BEACH. This demonstration shall occur no later than 15 days prior to the target departure date of EX-LONG BEACH to the Contractor's facility and may be scheduled to occur concurrently with the demonstration of the Operational Plan required elsewhere in this Contract.

4.2.11.4. Revisions to the Physical and Information Security plan that change the mitigations against unauthorized access described in 4.2.11.1 shall be submitted to the Navy for approval no later than 45 days prior to the changes being required, unless otherwise agreed to by the Navy. The Physical and Information Security plan shall also identify categories of administrative or other minor changes that may be submitted to the Navy for information; the Navy will review/approve this Physical and Information Security Plan revision control strategy as part of the initial review of the Physical and Information Security Plan.

4.2.11.5. The Contractor's methods and procedures for control and protect of CUI and U-NNPI on Information Technology Systems (4.2.10) may be incorporated into the Physical and Information Security Plan by reference, as applicable.

4.2.12. Environmental, Safety and Health Requirements

4.2.12.1. The Contractor shall deliver an Environmental Management Plan demonstrating established measures and procedures for ensuring compliance with all applicable Federal, State, and local Environmental laws and regulations in accordance with CDRL A011. Activities subject to the Interagency Agreement and Regulatory Framework (Attachment J-7) may be consolidated into the DWP (Section 4.2.4) and referenced in the Environmental Management Plan in accordance with CDRL A011.

4.2.12.2. The Contractor shall deliver a Safety and Health Management Plan demonstrating established measures and procedures for ensuring worker safety and health in performing the work required for ship dismantling and hazardous material/waste removal and disposal in accordance with CDRL A011. Activities subject to the Interagency Agreement and Regulatory Framework (Attachment J-7) may be consolidated into the DWP (Section 4.2.4) and referenced in the Safety and Health Management Plan in accordance with CDRL A011.

4.2.12.3. The Contractor shall conduct all work in a safe manner and shall furnish all safety equipment in accordance with Federal, State, and local laws and regulations.

4.2.12.4. The Contractor shall promptly report to the Government On-Site Representative (OSR), all available facts relating to any accident, incident, and/or injury to personnel (prime contractor or sub-contractor) or each instance of damage to Government property. Formal reports shall also be provided to the Navy under the Contractor's Safety and Health Management Plan, which at a minimum includes timely reporting for all safety issues, including crane and rigging, fire safety issues, and truck/rail movement issues.

4.2.12.5. The Contractor shall correct any deficiencies identified by Federal, State, or local regulatory agencies without adjustment to the Contract price.

4.2.12.6. The Environmental Management and Safety and Health Management Plans do not require explicit approval by the Navy but must be accepted as complete and meeting the requirements above by the Navy and in place prior to acceptance of the vessel at the Contractor's facility.

4.2.13. Fire Prevention and Emergency Response

4.2.13.1. For decommissioning activities subject to the Interagency Agreement and Regulatory Framework (Attachment J-7), fire prevention and safety will comply with the requirements applied to power reactors (10 CFR Part 50.48(f)) described in NRC Regulatory Guide 1.191," Fire Protection Program for Nuclear Power Plants During Decommissioning and Permanent Shutdown" (ML011500010) and applicable information notices. Methods for meeting this requirement shall be reflected in the DWP (Section 4.2.4).

4.2.13.2. For all other activities under this contract, fire prevention and safety will be in accordance with applicable Federal, State, and local requirements.

4.2.13.3. The Contractor shall develop and deliver a Fire Prevention and Emergency Response Plan in accordance with CDRL A015.

a. The Contractor shall demonstrate an appropriate level of defense-in-depth protection against the threat of fires throughout the performance of all activities for this contract. Defense-in-depth for fire protection includes administrative controls, physical fire protection features, emergency response capabilities, and protection of radiologically controlled surfaces, systems, and components as necessary to prevent or mitigate the potential of an unacceptable release of radioactive materials.

b. The Contractor's fire protection and emergency response program shall include outreach, coordination, and training with mutual aid and emergency response to include operational demonstration.

c. The Contractor must demonstrate capabilities that all fires can be met with immediate response from on-site personnel and capabilities at the incipient stage.

d. The Contractor's emergency response plan will meet the requirements of Regulatory Guide 3.67 and Attachment J-7

4.2.13.4. The Contractor shall correct any deficiencies identified by Federal, State, or local regulatory

agencies without adjustment to the Contract price.

4.2.13.5. The Contractor shall notify the Government On-Site Representative (OSR) in the event of any fire activity located at the disposal site immediately, within one hour, of the event. Follow on reports and event investigation to be submitted to the OSR within 24 hours.

4.2.13.6. The goal of the fire protection program envisioned during this project is to provide an appropriate level of defense-in-depth protection against the threat of fires. Defense-in-depth for fire protection involves a comprehensive program of administrative controls, physical fire protection features, emergency response capabilities, and protection of radiologically controlled structures, systems and components necessary to prevent or mitigate the potential of an unacceptable release of radioactive materials.

4.2.13.7. The Fire Prevention and Emergency Response Plan does not require explicit approval by the Navy but must be accepted as complete and meeting the requirements above by the Navy and in place prior to acceptance of the vessel at the Contractor's facility.

4.2.14. Accident Prevention Plan

4.2.14.1. The Contractor shall deliver an Accident Prevention Plan demonstrating established measures and procedures for ensuring compliance with all applicable Federal, State, and local laws and regulations related to the following but not limited to worker protection and industrial safety in accordance with CDRL A005.

4.2.14.2. The Accident Prevention Plan shall cover the comprehensive set of hazards that may be encountered at the Contractor's facility and within EX-LONG BEACH while undergoing the scope of work of this Contract.

4.2.14.3. The Accident Prevention Plan does not require explicit approval by the Navy but must be accepted as complete and meeting the requirements above by the Navy and in place prior to acceptance of the vessel at the Contractor's facility.

4.2.15. Heavy Weather Plan

4.2.15.1. The Contractor shall deliver a comprehensive Heavy Weather Plan commensurate with hazardous weather associated with the region(s) where the scope of work will be performed. This will include an operational plan as heavy weather is identified and approaching the Contractor facility (e.g., events to perform at T-minus in advance of the heavy weather).

4.2.15.2. The Heavy Weather plan shall demonstrate the methods for safely securing the ship, radioactive materials, and infrastructure at the Contractor facility supporting this Contract.

4.2.15.3. The Heavy Weather Plan shall address instances where the site may be inaccessible or unsafe, including but not limited to how the management of the facility, EX-LONG BEACH, the radiological material, and physical/information security requirements will be maintained.

4.2.15.4. The Heavy Weather Plan does not require explicit approval by the Navy but must be accepted as complete and meeting the requirements above by the Navy Technical Warrant Holder (TWH) and in place prior to acceptance of the vessel at the Contractor's facility.

4.2.16. Dismantlement and Demilitarization

4.2.16.1. The contractor will comply with de-militarization requirements in DoD Instruction 4160.28. Except for the specific prohibitions delineated in the Contract, the Contractor may process and sell all non-radiological and non-hazardous scrap and reusable equipment/material removed from the EX-LONG BEACH.

4.2.16.2. Dismantlement and scrapping of nonradioactive and nonhazardous portions of the vessel structure includes the removal without replacement of all hull, inner bottom, bulkhead, and deck materials, as well as all between decks, longitudinal and transverse girders and frames, its associated webs, and floors.

a. The term "hull" means the framework, including the keelsons, together with all decks and between decks, tanks, inner and shell plating and bulkheads, but exclusive of auxiliary machinery, outfitting, furnishings, and other auxiliary equipment.

b. The term "scrap" means to reduce the property such that it has no value except for its basic material content.

4.2.16.3. Final dismantlement of the vessel, to include the hull and equipment/material, shall be performed in such a manner that no considerable part of the vessel is left intact or undisturbed to the extent that it could be reconstructed or readily identified as an existing portion of the original hull.

4.2.16.4. The Contractor shall certify that the hull and equipment/material has been dismantled in accordance with all applicable DoD requirements. in accordance with CDRL A002.

4.2.16.5. The Contractor may dispose of or sell any scrap and reusable equipment/material removed from the vessel.

a. If the Contractor elects to recover scrap and/or reusable equipment/material for resale, the Contractor shall report the quantity of scrap and reusable equipment/material recovered for resale in the Progress/Status Report in accordance with CDRL A006.

b. The Contractor may retain the proceeds from the sale of the scrap and reusable equipment/material from the vessel in accordance with 10 U.S.C § 8675(a).

4.2.16.6. The Contractor shall take all steps necessary to remove and dispose of all hazardous and regulated materials/wastes generated as part of the vessel dismantlement activities in compliance with all Federal, State, and local laws and regulations. Upon completion of the work, the Contractor shall certify, in writing, that the Contractor has accomplished all hazardous and regulated material/waste removal and disposal in compliance with all Federal, State, and local laws. in accordance with CDRL A003.

4.2.17. <u>Dismantlement and Disposal (D&D) of Non-Radiologically Controlled Ship Sections/Spaces.</u>

4.2.17.1. **<u>Completion of Dismantlement and Disposal (D&D) of Non-Radiologically Controlled Ship Sections/Spaces as approved in the Custody Plan.</u>**

4.2.17.1.1. Dismantlement and scrapping of non-radioactive portions of the EX-LONG BEACH structure includes the removal without replacement of all hull, inner bottom, bulkhead,

and deck materials, as well as all between decks, longitudinal and transverse girders and frames, its associated webs, and floors.

4.2.17.1.2. The term "hull" means the framework, including the keelsons, together with all decks and between decks, tanks, inner and shell plating and bulkheads, but exclusive of auxiliary machinery, outfitting, furnishings, and other auxiliary equipment.

4.2.17.1.3. The term "scrap" means to reduce the property such that it has no value except for its basic material content.

4.2.17.1.4. Final dismantlement of the vessel, to include the hull and equipment/material, shall be performed in such a manner that no considerable part of the vessel is left intact or undisturbed to the extent that it could be reconstructed or readily identified as an existing portion of the original hull. The Contractor shall certify that the hull and equipment/material has been dismantled in accordance with CDRL A002.

4.2.17.1.5. The Contractor may dispose of or sell any scrap and reusable equipment/material removed from the EX-LONG BEACH after completion of dismantlement of the EX-LONG BEACH. If the Contractor elects to recover scrap and/or reusable equipment/material for resale, the Contractor shall report the quantity of scrap and reusable equipment/material recovered for resale in the Progress/Status Report. The Contractor may retain the proceeds from the sale of the scrap and reusable equipment/material from the EX-LONG BEACH in accordance with 10 U.S.C § 8675a. in accordance with CDRL A003.

4.2.17.1.6. The Contractor shall take all steps necessary to remove and dispose of all hazardous and regulated materials/wastes generated as part of the EX-LONG BEACH dismantlement activities in compliance with all Federal, State, and local laws and regulations. All hazardous and regulated materials/waste must be disposed of within the United States. Upon completion of the work, the Contractor shall certify, in writing, that the Contractor has accomplished all hazardous and regulated material/waste removal and disposal in compliance with all Federal, State, and local laws. in accordance with CDRL A002.

4.2.17.1.7. The Contractor shall provide copies of all correspondence with Federal, State, or local regulatory agencies relating to this Contract within 24 hours of receipt. This shall include but not be limited to: immediate notification of any regulatory agency inspection conducted, Contractor summarization of the regulatory agency inspection and results, and immediate notification of any Notice of Violations, citations, or cautionary notices (or equivalent) received from regulators during the reporting period, relating to the performance of this Contract. in accordance with CDRL A004 The Contractor shall correct any deficiencies identified, and/or comply with any remedial actions or penalties prescribed by Federal, State, or local regulatory agencies without adjustment to the Contract price.

4.2.18. <u>Dismantlement and Disposal (D&D) of Radiologically Controlled Ship Sections/Spaces.</u>

4.2.18.1. **<u>Completion of Dismantlement and Disposal (D&D) of Radiologically Controlled Ship Sections/Spaces as approved in the Decommissioning Work Plan (DWP).</u>**

4.2.18.1.1. Includes both non-radiological and radiological materials in spaces.

4.2.18.1.2. For all radiological activities specified in the scope of work, the Contractor shall comply with all requirements of the approved Decommissioning Work Plan. The Contractor shall correct any deficiencies noted in NRC inspections and shall correct any instances of non-compliance with NRC regulations in accordance with the Regulatory Framework (Attachment J-7). The Contractor shall correct any deficiencies related to radiological work identified by the NRC.

Note: The Contractor's activities related to the radiological aspects of the EX-LONG BEACH dismantlement and disposal will be subject to periodic inspections by the NRC as described in the Regulatory Framework included in this Contract. The NRC oversight program is described in Inspection Manual Chapter (IMC) 2561 and IMC 2690 (Attachment J-10). The NRC may elect to revise IMCs or other inspection procedures or issue new IMCs applicable to oversight of decommissioning of defueled nuclear-powered vessels of the US Navy.

4.2.19. Perform Post-Dismantlement Activities

4.2.19.1. Document completion of all CGN 9 Material Recycling and Disposal

4.2.19.1.1. The Contractor shall provide CDRLs to the Navy electronically via PIEE.

4.2.19.2. Perform site release surveys and NRC confirmatory samples for review

4.2.19.3. Submit Site Release Request with Documentation of all Radiological Material Disposal and completed site release surveys and samples to the NRC and the Navy and NRC accepts for review.

4.2.19.3.1. Post-Dismantlement Requirements

a. The Contractor shall notify the Navy and the NRC of plans to commence demobilization related activities at least 6 months prior to execution and provide progress updates at least monthly thereafter for Navy and NRC project completion planning purposes.

b. The Contractor shall notify the Navy and the NRC of the schedule for the Contractor's final status surveys (FSSs) within 3 months of completion of all FSS Reports, unless a shorter timeframe is mutually agreeable.

4.2.19.3.2. The Contractor shall restore the dismantlement site to an acceptable radiological condition. The Contractor shall provide information to the NRC in accordance with the DWP and the Interagency Agreement/Regulatory Framework (Attachment J-7) sufficient for the NRC to perform any necessary final inspections, confirmatory surveys, and technical reviews to ensure that all parts of the EX-LONG BEACH were properly disposed of, and that the dismantlement site is suitable for unrestricted release. The Contractor shall provide sufficient schedule and technical data information following dismantlement work completion for NRC to complete re-verification sampling in accordance with the Interagency Agreement/Regulatory Framework (Attachment J-7). The NRC will issue a closure letter with a Technical Evaluation report to NAVSEA documenting closure of NRC's activities.

4.2.19.3.3. The Contractor shall provide a FINAL Project Report in accordance with CDRL A013 of the dismantlement and disposal activities, including, but not limited to:

a. Overall description of project from contract award to completion of the post-dismantlement activities.

b. Certification that the Contractor has accomplished all hazardous and regulated material/waste removal and disposal in compliance with all Federal, State, and local laws and regulations.

c. Certification that the Contractor has accomplished dismantlement of the vessel hull and equipment/material.

d. Certification that the dismantlement site was restored to an acceptable condition, and the method and data gathered to provide for certification review.

e. Copies of hazardous/non-hazardous material/waste manifests, bills of lading, and other waste shipping documents.

f. Inventoried volume/weight and types of material that were recycled or disposed of as part of the dismantlement process.

g. Summation of any accident, incident, and injury reports

h. Status of Environmental Monitoring and results at demobilization

i. Radiation Exposure

j. State and Local regulator closeout reports and permit terminations

4.2.19.3.4. NRC recommends approval of the site release for unrestricted use. Navy then approves.

4.3 ITEM 0003 – Data Items

4.3.1 Deliverables shall be prepared and delivered in accordance with Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423 as referenced in Section J. Deliverables shall be transmitted electronically to POCs identified in Exhibit A.

4.3.2 Progress/Status Reports. The Contractor shall provide a monthly Progress Report in accordance with CDRL A006, including, but not limited to the following:

a. Key work activities performed during the reporting period.

b. Work planned in the next reporting period.

c. Progress/status of hazardous material removed including quantity and type of hazardous material shipped for disposal during the reporting period and cumulatively for the contract.

d. Quantity of scrap and reusable equipment removed and recovered for resale during the reporting period and cumulatively for the contract.

e. Radiological Status

f. Quality Control Status

g. NRC Coordination

h. Deviations from planned schedules, difficulties encountered, and corrective actions taken.

i. Notification of any regulatory agency inspection conducted, of any official notices of violation, citations, or cautions (or equivalent) received from regulators during the contract work period. Summary of the Contractor plan to address the deficiency and progress in correcting any deficiencies identified by regulatory agency inspections.

j. Subcontractor costs incurred for the reporting period and cumulatively for the contract.

k. Public affairs inquiries or public briefings by the Contractor to external entities

l. Status of Environmental Monitoring and results

m. Radiation Exposure to date

n. Higher risk work schedule and completion status

o. List of DWP changes

Note: The Government reserves the right to reject monthly reports if inadequate information is provided and require resubmission of a report that meets the contract's requirements.

4.3.3 PERFORMANCE REVIEWS AND PROJECT EVENTS

4.3.3.1 The Contractor shall schedule and provide a face-to-face review with the Navy (at the Contractor's facility, unless otherwise agreed to by the Navy) on project performance at least on the following intervals:

a. At least once during development of the Decommissioning Work Plan.

b. Prior to transfer of possession of the vessel and transportation to the dismantlement facility (may be combined with pre-tow surveys).

c. Prior to commencement of first-time higher risk work identified in the Decommissioning Work Plan (i.e., demonstrating readiness to start, identifying risks and mitigations, etc.). Similar performance reviews may be scheduled for subsequent iterations of each high-risk evolution, as mutually agreed to by the Navy and the Contractor.

d. During dismantlement at approximately 25%, 50%, and 75% complete, but no less than semi-annually

e. Upon completion of the dismantlement and prior to completion of the Post Dismantlement requirements described in Section 4.6.

4.3.3.2 Following contract award, the Contractor shall schedule and host at the Contractor's facility (unless otherwise agreed to by the Navy), an Integrated Project Stakeholder Development event, intended to foster alignment, expectations, and communications between the Contractor and the Navy on the conduct of the project, and other relevant topics such as organizational cultures and norms, communication styles, and management and leadership approaches. Attendance at this event may include the Navy representatives from PAE Maritime, Naval Reactors, NAVSEA 00C; NRC; the Contractor; key sub-contractors; and other stakeholders identified.

4.3.3.3 In addition to reports required elsewhere in this Contract, the Contractor shall provide the following reports:

4.3.3.4 The Contractor shall provide copies of all correspondence with Federal, State, or local regulatory agencies relating to this Contract within 24 hours of receipt (A004). This shall include but not be limited to immediate notification of any regulatory agency inspection conducted, Contractor summarization of the regulatory agency inspection and results, and immediate notification of any Notice of Violations, citations, or cautionary notices (or equivalent) received from regulators during the reporting period, relating to the performance of this Contract.

4.3.3.5 Notification of Items Found Onboard. During the performance of the Contract, in the event that the Contractor discovers items onboard the vessel such as classified documents, Personally Identifiable Information (PII), photographs, other documents, drawings or other information not provided to the Contractor as GFI, the Contractor shall immediately notify the Government Onsite Representative (OSR) of the items found and their location on the vessel. These items shall be safe guarded and turned over to the OSR. The Contractor shall furnish the following information in accordance with CDRL A010:

a. Contract Number

b. Items found onboard the vessel (e.g. classified material, photographs, drawings, or other information of a historical nature)

c. Location found on the vessel

d. Date turned over or to be turned over to the OSR

4.3.3.6 Schedule. If the Contractor's schedule changes from the originally proposed schedule in the Contractor's Operational Plan, the Contractor shall provide updates to said schedule in accordance with CDRL A001.

4.3.3.7. Cost Reports. The Contractor shall submit a monthly cost report in accordance with the requirements of CDRL A007. The report shall contain man-hour expenditures, funding expenditures, and percentage of work completed – for the reporting period and cumulatively for the contract.

CLAUSES INCORPORATED BY FULL TEXT

C-202-H001 ADDITIONAL DEFINITIONS–BASIC (NAVSEA) (OCT 2018)

(a) Department -means the Department of the Navy.

(b) Commander, Naval Sea Systems Command means- the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.

(c) 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.

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

(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.

(End of text)

C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (OCT 2018)

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

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

(1) The support contractor does not disclose any information;

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

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

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

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

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

(End of text)

C-211-H001 ACCESS TO THE VESSEL(S) (NAVSEA) (OCT 2018)

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

(End of text)

C-211-H004 HEAVY WEATHER PLAN (NAVSEA) (APR 2024)

(a) In order to ensure that Naval vessel(s), material and Government property are protected during destructive weather such as gales, storms, hurricanes, high winds, heavy snow, ice and high water, the Contractor is required to have a written Heavy Weather Plan (HWP) which assigns responsibilities and prescribes actions to be taken on the approach of and during heavy weather conditions as delineated in NAVSEA Standard Item (SI) 009-69 dated 01 October 2023**.** A copy of Standard Item (SI) 009-69 can be obtained from via the internet by going to: http://www.navsea.navy.mil/Home/RMC/CNRMC/OurPrograms/SSRAC/NSI/ and selecting the NAVSEA Standard Items (NSI) tab then select the applicable FY standard item link and then select SI 009-69. In accordance with SI 009-

69, the Contractor shall furnish to the cognizant Navy On Site Representative (OSR), a copy of such HWP, and shall make such changes in the plan as the OSR considers necessary and reasonable to protect and care for vessel(s), material and Government property.

(b) In the event the OSR directs the Contractor to implement the HWP pursuant to SI 009-69 the Contractor may submit to the Contracting Officer a request for reimbursement for costs resulting from such actions together with any documentation that the Contracting Officer may reasonably require. The Government shall reimburse the Contractor for all reasonable, allowable and allocable costs resulting from the Contractor's implementation of the HWP based on such Government direction.

(End of Text)

C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019)

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

(End of text)

C-215-H002 CONTRACTOR PROPOSAL (NAVSEA) (OCT 2018)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with the detailed obligations to which the Contractor committed itself in Proposal* xxx dated xxx in response to Solicitation No. N00024-27-R-4164.

(b) The technical volume(s) of the Contractor's proposal is(are) hereby incorporated by reference and made subject to the "Order of Precedence" (FAR 52.215-8) clause of this contract. Under the "Order of Precedence" clause, the technical volume(s) of the Contractor's proposal referenced herein is (are) hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

*If the Contractor’s proposal, or a portion thereof, is incorporated into the contract at award, it will be incorporated as an attachment in Section J. The incorporation of the Contractor’s proposal, or portion thereof, shall be at the sole discretion of the Contracting Officer.

(End of text)

C-222-H001 ACCESS TO THE VESSELS BY NON-U.S. CITIZENS (NAVSEA) (APR 2019)

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the

United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5510.2D.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further,

the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "Default (Fixed-Price Supply and Service)" (FAR 52.249-8), "Default (Fixed-Price Research and Development)" (FAR 52.249-9) or "Termination (Cost Reimbursement)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.) except that, with respect to access to the vessel and worksite, the restrictions shall not apply to uniformed U.S. Navy personnel who are non-U.S. citizens and who are either assigned to the ship or require access to the ship to perform their duties.

(End of text)

C-222-H002 DEPARTMENT OF LABOR SAFETY AND HEALTH STANDARDS FOR SHIPBUILDING (NAVSEA) (OCT 2018)

Attention of the Contractor is directed to Public Law 91-596, approved December 29, 1970 (84 Stat. 1590, 29 USC 655) known as the "Occupational Safety and Health Act of 1970" and to the "Occupational Safety and Health Standards for Shipyard Employment" promulgated thereunder by the Secretary of Labor (29 CFR. 1910 and 1915). These regulations apply to all shipbuilding and related work, as defined in the regulations. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations which it may have for compliance with the aforesaid regulations.

(End of Text)

C-227-H003 PROTECTION OF NAVAL NUCLEAR PROPULSION INFORMATION (NAVSEA) (OCT 2018)

(a) During the performance of this contract Naval Nuclear Propulsion Information (NNPI) may be developed or used. Naval Nuclear Propulsion Information is defined as that information and/or hardware concerning the design, arrangement, development, manufacturing, testing, operation, administration, training, maintenance, and repair of the propulsion plants of Naval Nuclear Powered Ships including the associated shipboard and shore-based nuclear support facilities. In accordance with OPNAVINST N9210.3 of 7 June 2010, appropriate safeguards must be proposed by the

Contractor and approved by the NAVSEA Contracting Officer for Security Matters for the safeguarding from actual, potential or inadvertent release by the Contractor, or any subcontractor, of any Naval Nuclear Propulsion Information in any form, classified or unclassified. Such safeguards shall ensure that only Governmental and Contractor parties, including subcontractors, that have an established need-to-know, have access in order to perform work under this contract, and then only under conditions which assure that the information is properly protected. Access by foreign nationals or immigrant aliens is not permitted. A foreign national or immigrant alien is defined as a person not a United States citizen or a United States National. United States citizens representing a foreign government, foreign private interest or other foreign nationals, are considered to be foreign nationals for industrial security purposes and the purpose of this restriction. In addition, any and all issue or release of such information beyond such necessary parties, whether or not ordered through an administrative or judicial tribunal, shall be brought to the attention of the NAVSEA Contracting Officer for Security Matters.

(b) The NAVSEA Contracting Officer for Security Matters shall be immediately notified of any litigation, subpoenas, or requests which either seek or may result in the release of Naval Nuclear Propulsion Information.

(c) In the event that a court or administrative order makes immediate review by the NAVSEA Contracting Officer for Security Matters impractical, the Contractor agrees to take all necessary steps to notify the court or administrative body of the Navy's interest in controlling the release of such information through review and concurrence in any release.

(d) The Contracting Agency reserves the right to audit Contractor and subcontractor facilities for compliance with the above restrictions.

(e) Exceptions to these requirements may only be obtained with prior approval from the Commander, Naval Sea Systems Command (Contact SEA 00P3).

(End of text)

C-227-H004 TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA RELATING TO THE NUCLEAR PROPULSION OF NAVAL SHIPS (NAVSEA) (OCT 2018)

(a) The supplies specified to be delivered under this contract relate to the nuclear propulsion of naval ships.

(b) Equipment and technical data defined as Naval Nuclear Propulsion Information (NNPI) under OPNAVINST N9210.3 of 7 June 2010 shall not be disclosed to foreign nationals or immigrant aliens.

(c) For other than equipment and technical data defined as NNPI in paragraph (b) above, except with the prior written consent of the Contracting Officer, or his designated representative, the Contractor shall not, at any time during or after the performance of this contract, transmit or authorize the transmittal of any equipment or technical data, as defined in paragraph (d) below, (1) outside the United States, or (2) irrespective of location, (i) to any foreign national, not working on this contract or any subcontract hereunder (ii) to any foreign organization (including foreign subsidiaries and affiliates of the Contractor), (iii) to any foreign Government, or (iv) to any international organization.

(d) As used in this requirement, the following terms shall have the following definitions:

(1) "United States" means the States, the District of Columbia, Puerto Rico, American Samoa, the Virgin Islands, Guam, and any areas subject to the complete sovereignty of the United States;

(2) "equipment" means all supplies of the kind specified to be delivered under this contract, all component parts thereof, and all models of such supplies and component parts; but "equipment" does not include standard commercial supplies and component parts, and models thereof;

(3) "technical data" means all professional, scientific, or technical information and data produced or prepared for the performance of this contract, or on or for the operation, maintenance, evaluation, or testing of any contract item, whether or not the information and data were specified to be delivered under this contract including, without limitation, all writings, sound recordings, pictorial reproductions, and drawings or other graphical representations; but "technical data" does not include such information and data on standard commercial supplies and component parts to the extent that the information and data do not relate to the use, operation, maintenance, evaluation and testing of such supplies and component parts in or in connection with any item, or component parts thereof, specified to be delivered under this contract.

(e) The Contractor agrees to insert in all subcontracts under this contract provisions which shall conform substantially to the language of this requirement, including this paragraph (e).

(f) Notwithstanding any other provisions of this requirement, this requirement shall not apply (1) where the transmittal or authorization for the transmittal of equipment or technical data is to be made pursuant to a contract or agreement to which the United States is a party; and (2) where the transmittal is to be of equipment or technical data which the Contracting Officer, or his designated representative, has declared in writing to the Contractor to be thereafter exempt from this requirement.

(End of text)

C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

(End of Text)

C-227-H009 ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS (NAVSEA) (JAN 2019)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the restrictively marked data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains properly restrictively marked. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) These restrictions on use and disclosure of the data and software also apply to information received from the Government through any means to which the Contractor has access in the performance of this contract that contains restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt to gain access to any information with restrictive markings. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

(End of text)

C-227-H010 COMPUTER SOFTWARE AND COMPUTER DATA BASES DELIVERED TO OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (JAN 2019)

(a) The Contractor agrees to test for viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4, in all computer software and computer data bases (as defined in the clause entitled “Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation” (DFARS 252.227-7014)), before delivery of that computer software or computer data base in whatever media and on whatever system the computer software or data base is delivered whether delivered separately or imbedded within delivered equipment. The Contractor warrants that when delivered any such computer software and computer data base shall be free of viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1.

(b) The Contractor agrees that prior to use under this contract, it shall test any computer software and computer data base received from the Government for viruses, malware, Trojan Horses, and other security threats listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4.

(c) Any license agreement governing the use of any computer software or computer software documentation delivered to the Government as a result of this contract must be paid-up, irrevocable, world-wide, royalty-free, perpetual and flexible (user licenses transferable among Government employees and personnel under Government contract).

(d) The Contractor shall not include or permit to be included any routine to enable the contractor or its subcontractor(s) or vendor(s) to disable the computer software or computer data base after delivery to the Government.

(e) No copy protection devices or systems shall be used in any computer software or computer data base delivered under this contract with unlimited or Government purpose rights (as defined in DFARS 252.227-7013 and 252.227-7014) to restrict or limit the Government from making copies.

(f) It is agreed that, to the extent that any technical or other data is computer software by virtue of its delivery in digital form, the Government shall be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(g) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legend(s) apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

(End of text)

C-228-H001 INDEMNIFICATION FOR ACCESS TO VESSEL (NAVSEA) (DEC 2018)

Notwithstanding any provision in the "Access to Vessel" clause (DFARS 252.217- 7011), or any other clause of the contract, the Contractor agrees to allow officers, employees, and associates of the Government, or other prime contractors with the Government and their subcontractors, and officers, employees, and associates of offerors on other contemplated work, admission to the Contractor's facilities and access to the vessel without any further request for indemnification from any party, which has not been previously included in the contract price.

(End of text)

C-228-H002 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (JAN 2019)

(a) In accordance with the clause(s) of this contract entitled "Insurance--Work On a Government Installation" (FAR 52.228-5) and “Liability and Insurance” (DFARS 252.217-7012), as applicable, the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

(i) Workers' compensation and employer’s liability coverage shall be at least $100,000, except as provided in FAR 28.307-2(a), if applicable

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

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

(b) To be approved by the Contracting Officer, insurance certificates must include the following cancellation policy statement: Prior to cancellation or material change in coverage, the contractor shall give 30 days written notice to the Contracting Officer.

(c) Physical work cannot begin until the insurance certificate has been approved by the Contracting Officer. Failure to provide an acceptable insurance certificate will not remove the contractor's responsibility to meet the delivery requirements outlined in Section F and FAR 52.211-11, Liquidated Damages – Supplies, Services, or Research and Development, if applicable.

(End of text)

C-233-H001 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT--BASIC (NAVSEA) (OCT 2018)

(a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.

(b) Whenever the Contractor requests or proposes an equitable adjustment of $100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:

(1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;

(2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;

(4) Description of interference and inefficiencies in performing the change;

(5) Description of each element of disruption and exactly how work has been, or will be disrupted:

(i) The calendar period of time during which disruption occurred, or will occur;

(ii) Area(s) aboard the vessel where disruption occurred, or will occur;

(iii) Trade(s) disrupted, with a breakdown of manhours for each trade;

(iv) Scheduling of trades before, during, and after period of disruption;

(v) Description of measures taken to lessen the disruptive effect of the change;

(6) Delay in delivery attributable solely to the change;

(7) Other work attributable to the change;

(8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross-referenced to the detailed information provided as required above; and

(9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.

(c) Each proposal in excess of $100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

(End of text)

C-237-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement. Substitution shall include, but not be limited to, subdividing hours of any key personnel and assigning or allocating those hours to another individual not approved as key personnel.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) an explanation as to why the proposed substitute is considered to have equal or better qualifications than the person being replaced; (4) payroll record of the proposed replacement; and (5) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) Key personnel are identified in an attachment in Section J.

(End of text)

C-242-H001 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (OCT 2018)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of $1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

(End of text)

C-242-H002 POST AWARD MEETING (NAVSEA) (OCT 2018)

(a) A post-award meeting with the successful offeror will be conducted within 20 days after award of the contract. The meeting will be held in person or via teleconference.

(b) The contractor will be given 10 working days notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a post-award meeting shall in no event constitute grounds for excusable delay by the contractor in performance of any provisions in the contract.

(d) The post-award meeting will include, but is not limited to, the establishment of work level points of contact, determining the administration strategy, roles and responsibilities, and ensure prompt payment and close out. Specific topics shall be mutually agreed to prior to the meeting.

(End of text)

C-243-H001 CONTRACTOR PROBLEM IDENTIFICATION REPORTS (NAVSEA) (OCT 2018)

(a) Contract Problem Identification Reports (CPIRs) shall be used by the Contractor for the purpose of alerting the Government to actual or potential contract problems and of establishing an early dialogue between the Contractor and the Government with regard thereto.

(b) A "contract problem" is a fact or circumstance of which the Contractor is aware that does, will or reasonably is anticipated to (1) have a significant or substantial impact on the delivery schedule or completion of contract performance or the cost of performance of the contract (increase or decrease) or (2) requires modification to the

contract or specification(s). The terms "significant" and "substantial" shall be interpreted in the same manner as they would be interpreted by a reasonably prudent business person under the relevant circumstances.

(c) The Contractor shall report each contract problem promptly and in no event later than ten (10) calendar days, after the Contractor identifies such contract problem. A written CPIR shall be transmitted via the Administrative Contracting Officer (ACO) to the Procuring Contracting Officer and to the cognizant NAVSEA Program Office. Each CPIR shall be entitled "Contract Problem Identification Report", shall be dated, numbered sequentially and shall set forth the following based on the best and most complete information then known or available to the Contractor:

(1) The nature of the contract problem;

(2) The date on which the contract problem arose and the date on which the contract problem was identified as such;

(3) The anticipated direct and consequential effects of the contract problem upon the delivery schedule or completion of contract performance or the cost of performance of the contract;

(4) Identification of the supplies and/or services which are or may be affected; and

(5) The Contractor's recommended solution to the reported contract problem.

(d) Follow-up status reports of each contract problem, identified by the original CPIR number, shall be furnished monthly or more frequently as required by the Contracting Officer. A final follow-up report shall be furnished immediately following resolution of each contract problem.

(e) CPIRs shall not be submitted when notice of the same contract problem is required to be furnished to the Government pursuant to any other requirement of this contract. The submission of a CPIR, however, does not relieve the Contractor of its obligations to provide notice required under any other requirement of this contract.

(End of text)

C-244-H001 SUBCONTRACTING OF NUCLEAR ENGINEERING EFFORT (NAVSEA) (OCT 2018)

(a) The Contractor and the Navy intend that all nuclear engineering effort under this contract be performed by employees of the Contractor or persons under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site. If, however, the Contractor considers that subcontracting some nuclear engineering effort, which will not be under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site, is necessary to meet the Contractor's contractual requirements, then notwithstanding and in addition to any other requirement of this contract, the Contractor shall submit a written request for technical approval to the Navy Nuclear Propulsion Directorate (NAVSEA 08). The request to subcontract nuclear engineering effort shall state the reasons why the subcontracting is necessary, why the effort cannot be performed by the Contractor's personnel or persons under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site, the expected number of man/hours, cost and nature of the subcontracted effort, period of performance, and the name and qualifications of the vendor to perform the subcontracted effort. NAVSEA 08 shall approve or disapprove the request in writing. The Contractor agrees not to subcontract any nuclear engineering effort which will not be under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site without obtaining the express written technical approval of NAVSEA 08.

(b) For the purpose of this requirement, the term "nuclear engineering effort" includes engineering, drafting, and related technical support effort under NAVSEA 08 technical cognizance.

(End of text)

C-245-H004 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT--BASIC (NAVSEA) (MAY 2019)

(a) Contract Specifications. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.

(b) Contract Drawings and Data. The Government will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract performance.

(c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material identified in an attachment in Section J-2. The Government shall furnish only the GFI identified in an attachment in Section J-2. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI as follows:

(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data identified in an attachment in Section J; or
(ii) add items of data or information to the attachment identified in Section J; or
(iii) establish or revise due dates for items of data or information in the attachment identified in Section J.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

(d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI identified in an attachment in Section J, the clause of this contract entitled "Government Property" (FAR 52.245-1) or "Government Property Installation Operation Services" (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(e) Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the contract specifications set forth in Section C and which are applicable to this contract as specifications. Such referenced documentation may be obtained:

(1) From the ASSIST database via the internet at https://assist.dla.mil/online/start/; or
(2) By submitting a request to the

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, Pennsylvania 19111-5094
Telephone (215) 697-6396
Facsimile (215) 697-9398.

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

(End of Text)

C-247-H001 PERMITS AND RESPONSIBILITIES (NAVSEA) (DEC 2018)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, and regulations for shipping and transportation including, but not limited to, any movement over public highways of overweight/over dimensional materials.

(End of text)