

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>U</b>	PAGE <b>1</b>	OF PAGES <b>2</b>
2. AMENDMENT/MODIFICATION NUMBER <b>P00021</b>	3. EFFECTIVE DATE <b>09/19/2023</b>	4. REQUISITION/PURCHASE REQUISITION NUMBER <b>1301112781</b>	5. PROJECT NUMBER (If applicable) <b>N/A</b>		
6. ISSUED BY <b>NSWC, PANAMA CITY</b> <b>110 Vernon Avenue</b> <b>Panama City, FL 32407-7001</b>	CODE <b>N61331</b>	7. ADMINISTERED BY (If other than Item 6) <b>DCMA HUNTSVILLE</b> <b>1040 Research Blvd Ste 100</b> <b>Madison, AL 35758-2040</b>		CODE <b>S0107A</b>	SCD <b>C</b>
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) <b>Bevilacqua Research Corporation (BRC)</b> <b>4901-B Corporate Drive NW</b> <b>Huntsville, Alabama 35805-6219</b>			<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NUMBER	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER <b>N0017819D7246/N6133122F3009</b>	
				10B. DATED (SEE ITEM 13) <b>09/18/2022</b>	
CODE <b>0U9B6</b>	FACILITY CODE <b>806849303</b>				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) <b>De-Obligation of Excess Funds - FAR 52.232-22 Limitation of Funds (Apr 1984)</b>

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Steven McClain, BRC Naval Programs Manager</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Samuel Kuntz, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR <b>/s/Steven McClain</b> <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED <b>09/19/2023</b>
16B. UNITED STATES OF AMERICA <b>/s/Samuel Kuntz</b> <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED <b>09/19/2023</b>

Previous edition unusable

# General Information

The purpose of this modification is to de-obligate (\$0.00) from SLIN 2000AS.

No LLA Changes.

The total amount of funds obligated to the task order is hereby decreased from \$0.00 by (\$0.00) to \$0.00.

<b>CLIN/SLIN</b>	<b>Fund Type</b>	<b>From</b>	<b>By</b>	<b>To</b>
2000AS	O&M,N			

The total value of the task order is hereby increased from \$0.00 by \$0.00 to \$0.00.

<b>CLIN/SLIN</b>	<b>From</b>	<b>By</b>	<b>To</b>
2000AA			
2000AS			

<b>ORDER FOR SUPPLIES OR SERVICES</b>				PAGE 1 OF 78		
1. CONTRACT/PURCH ORDER/AGREEMENT NO. <b>N0017819D7246</b>	2. DELIVERY ORDER/CALL NO. <b>N6133122F3009</b>	3. DATE OF ORDER/CALL (YYYYMMDD) <b>2023SEP19</b>	4. REQUISITION/PURCH REQUEST NO. <b>1301112781</b>	5. PRIORITY <b>DO-A7</b>		
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City, FL 32407-7001		CODE <b>N61331</b>	7. ADMINISTERED BY (If other than 6) DCMA HUNTSVILLE 1040 Research Blvd Ste 100 Madison, AL 35758-2040			
9. CONTRACTOR <b>Bevilacqua Research Corporation (BRC)</b> 4901-B Corporate Drive NW Huntsville, AL 35805-6219		CODE <b>0U9B6</b>	FACILITY <b>806849303</b>	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>		
				11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
14. SHIP TO <b>SEE SECTION F</b>		CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus, OH 43218-2264			
				12. DISCOUNT TERMS <b>Net 30 Days WAWF</b>		
				13. MAIL INVOICES TO THE ADDRESS IN BLOCK <b>SEE SECTION G</b>		
		15. PAYMENT WILL BE MADE BY CODE <b>HQ0338</b>		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16. TYPE OF ORDER	<input checked="" type="checkbox"/> DELIVERY/ CALL <input type="checkbox"/> PURCHASE This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your _____ furnish the following on terms specified herein. <b>ACCEPTANCE.</b> THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.					
Bevilacqua Research Corporation (BRC)		<b>Steven McClain</b>				
NAME OF CONTRACTOR		SIGNATURE		DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: _____						
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE <b>SEE SCHEDULE</b>						
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES		20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	<b>SEE SCHEDULE</b>					
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA <b>/s/Samuel Kuntz</b> BY:		09/19/2023 CONTRACTING/ORDERING OFFICER	25. TOTAL	26. DIFFERENCES
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:						
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			28. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	29. D.O. VOUCHER NO.	30. INITIALS	
f. TELEPHONE NUMBER	g. E-MAIL ADDRESS		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.			34. CHECK NUMBER		35. BILL OF LADING NO.	
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER
37. RECEIVED AT	38. RECEIVED BY (Print)		42. S/R VOUCHER NO.			

# Section B - Supplies and Services

## CLIN - SUPPLIES OR SERVICES

### Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
2000		LABOR (BASE YEAR), CPFF. The contractor shall provide non-personal services for Diving, Biomedical, Information Technology (IT), Logistics, and Program Management support for the US Navy Experimental Diving Unit (NEDU) per Section C Performance Work Statement, DD Form 254, and Contract Data Requirements List (CDRL) DD Form 1423-2 Referenced in Section J.					
2000AA	R425	LABOR (BASE YEAR) CPFF (O&M,N)	7,196.00	Labor Hours			
2000AB	R425	Incremental Funding for Unmanned T&E Support. 10 USC 3133 is hereby invoked. (O&M,N)	98.00	Labor Hours			
2000AC	R425	Incremental funding support for Auto Cad support. 10 USC 3133 is hereby invoked. (O&M,N)	889.00	Labor Hours			
2000AD	R425	Incremental funding support for Electronic Technician. 10 USC 3133 is hereby invoked. (O&M,N)	1,601.00	Labor Hours			
2000AE	R425	Incremental funding support for library administrative support. 10 USC 3133 is hereby invoked. (O&M,N)	500.00	Labor Hours			
2000AF	R425	Incremental funding support for Research Computer Programmer support. 10 USC 3133 is hereby invoked. (O&M,N)	1,288.00	Labor Hours			
2000AG	R425	Incremental funding in support of TI numbers 2022-09 and 2022-10. 10 USC 3133 is hereby invoked. (O&M,N)	701.00	Labor Hours			
2000AH	R425	Incremental funding support for Supply/Haxat Tech support. 10 USC 3133 is hereby invoked. (O&M,N)	847.00	Labor Hours			
2000AJ	R425	Incremental funding support for Mechanic/ Hydraulic Tech support. 10 USC 3133 is hereby invoked. (O&M,N)	559.00	Labor Hours			
2000AK	R425	Incremental funding support for Supply Tech support. 10 USC 3133 is hereby invoked. (O&M,N)	1,473.00	Labor Hours			
2000AL	R425	Incremental funding support for Information Technology (IT) support (Cyber). 10 USC 3133 is hereby invoked. (O&M,N)	921.00	Labor Hours			

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
2000AM	R425	Incremental funding support for MANP3/MANAGER, PROGRAM/PROJECT III support. 10 USC 3133 is hereby invoked. (O&M,N)	463.00				
2000AN	R425	Incremental funding support for PROGRAM/PROJECT III and ANFS/ANALYST, FINANCIAL SYSTEMS support. 10 USC 3133 is hereby invoked. (O&M,N)	29.00				
2000AP	R425	Incremental funding support for Information Technology (IT) contractor (Cyber) support. 10 USC 3133 is hereby invoked. (O&M,N)	437.00				
2000AQ	R425	Incremental funds in support of TI number 2022-12. (O&M,N)	47.00	Labor Hours			
2000AR	R425	Incremental funds in support of TI number 2022-04. (O&M,N)	27.00	Labor Hours			
2000AS	R425	Incremental funding to labor support for Unmanned T&E support / TI# 2022-07. 10 USC 3133 is hereby invoked. (O&M,N)	205.00	Labor Hours			
2000AT	R425	Incremental funding to labor for Autocad support / TI# 2022-03. 10 USC 3133 is hereby invoked. (O&M,N)	881.00	Labor Hours			
2000AU	R425	Incremental funding to labor for Librarian Admin support / TI# 2022-06. 10 USC 3133 is hereby invoked. (O&M,N)	555.00	Labor Hours			
2000AV	R425	Incremental funding to labor for Information Technology (IT) Support Contractor (Cyber) / TI# 2022-05. 10 USC 3133 is hereby invoked. (O&M,N)	485.00	Labor Hours			
2000AW	R425	Incremental funding to labor for Decompression Research Computer Programmer Support / TI# 2022-08. 10 USC 3133 is hereby invoked. (O&M,N)	592.00				
2000AX	R425	Incremental funding to labor for ENGINEER, COMPUTER III Support / TI# 2022-11. 10 USC 3133 is hereby invoked. (O&M,N)	1,256.00				
2000AY	R425	Incremental funding to labor for Unmanned T&E Support / TI# 2022-07. 10 USC 3133 is hereby invoked. (O&M,N)	495.00				
2000AZ	R425	Incremental funding to labor for Mechanic-Hydraulic Tech Support / TI# 2022-10. 10 USC 3133 is hereby invoked. (O&M,N)	846.00				
2000BA	R425	Incremental funding to labor for Mechanic-Hydraulic Tech Support / TI# 2022-10. 10 USC 3133 is hereby invoked. (O&M,N)	212.00				
2000BB	R425	Incremental funding to labor for Mechanic-Hydraulic Tech Support / TI# 2022-10. 10 USC 3133 is hereby invoked. (O&M,N)	617.00				

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
2000BC	R425	Incremental funding to labor for Unmanned T&E Support / TI# 2022-07. 10 USC 3133 is hereby invoked. (O&M,N)	94.00	Labor Hours			
2000BD	R425	Incremental Funding in support of Supply/Hazat Tech TI 2022-04. (O&M,N)	315.00	Labor Hours			
2000BE	R425	Incremental Funding for support of Librarian, Admin Support; TI 2022-14. (O&M,N)	481.00	Labor Hours			
2000BF	R425	Incremental Funding for support of Mechanic Hydraulic Tech; TI 2022-10. (O&M,N)	801.00	Labor Hours			
2000BG	R425	Incremental Funding in support of Supply/Hazat Tech- TI 2022-04. 10 USC 3133 is hereby invoked. (O&M,N)	463.00	Labor Hours			
2000BH	R425	Incremental funding to labor for Information Technology (IT) Support Contractor (Cyber) / TI# 2022-05. 10 USC 3133 is hereby invoked. (O&M,N)	144.00	Labor Hours			
2000BJ	R425	Incremental Funding to provide labor support for ANFS/ANALYST, FINANCIAL SYSTEMS. TI 2022-12. 10 USC 3133 is hereby invoked. (O&M,N)	19.00				
2000BK	R425	Incremental Funding to labor for Electronic Technician support. TI# 2022-09. 10 USC 3133 is hereby invoked. (O&M,N)	302.00				
2000BL	R425	Incremental funding to labor for Librarian Admin support / TI# 2022-06. 10 USC 3133 is hereby invoked. (O&M,N)	41.00				
2000BM	R425	Incremental funding to labor for Electronic Technician support / TI# 2022-15. 10 USC 3133 is hereby invoked. (O&M,N)	120.00				
2100		LABOR (OPTION YEAR 1), CPFF. The contractor shall provide non-personal services for Diving, Biomedical, Information Technology (IT), Logistics, and Program Management support for the US Navy Experimental Diving Unit (NEDU) per Section C Performance Work Statement, DD Form 254, and Contract Data Requirements List (CDRL) DD Form 1423-2 Referenced in Section J.					
2100AA	R425	LABOR (OPTION YEAR 1) CPFF (Fund Type - TBD)	21,016.00	Labor Hours			
2100AB	R425	Incremental funding to labor for Information Technology (IT) Support Contractor (Cyber) / TI# 2023-05. 10 USC 3133 is hereby invoked. (O&M,N)	1,884.00				
2100AC	R425	Incremental funding to labor for ENGINEER, COMPUTER III Support / TI# 2023-11. 10 USC 3133 is hereby	856.00				

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		invoked. (O&M,N)					
2100AD	R425	Incremental funding to labor for Electronic Technician support / TI# 2023-15. 10 USC 3133 is hereby invoked. (O&M,N)	121.00				
2100AE	R425	Incremental funding to labor for Electronic Technician support / TI# 2023-15. 10 USC 3133 is hereby invoked. (O&M,N)	121.00				
2100AF	R425	Incremental funding support for MANP3/MANAGER, PROGRAM/PROJECT III, in support of TI 2023-13. 10 USC 3133 is hereby invoked. (O&M,N)	301.00				
2100AG	R425	Incremental Funding to provide labor support for ANFS/ANALYST, FINANCIAL SYSTEMS. TI 2023-12. 10 USC 3133 is hereby invoked. (O&M,N)	146.00				
2100AH	R425	Incremental Funding to labor for Electronic Technician support. TI# 2023-09. 10 USC 3133 is hereby invoked. (O&M,N)	346.00				
2100AJ	R425	Incremental funding to labor for OPS Departmental Admin support / TI# 2023-05. 10 USC 3133 is hereby invoked. (O&M,N)	454.00				
2100AK	R425	Incremental funding to labor for Mechanic-Hydraulic Tech Support / TI# 2023-10. 10 USC 3133 is hereby invoked. (O&M,N)	208.00				
2100AL	R425	Incremental Funding in support of Supply/HazMat Tech- TI 2023-04. 10 USC 3133 is hereby invoked. (O&M,N)	132.00				
2100AM	R425	Incremental funding to labor for ENGINEER, COMPUTER III Support / TI# 2023-11. 10 USC 3133 is hereby invoked. (O&M,N)	415.00				
2200		LABOR (OPTION YEAR 2), CPFF. The contractor shall provide non-personal services for Diving, Biomedical, Information Technology (IT), Logistics, and Program Management support for the US Navy Experimental Diving Unit (NEDU) per Section C Performance Work Statement, DD Form 254, and Contract Data Requirements List (CDRL) DD Form 1423-2 Referenced in Section J.					
2200AA	R425	LABOR (OPTION YEAR 2) CPFF (Fund Type - TBD) Option	26,000.00	Labor Hours			

## Cost Only Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
------	-----	-------------------	-----	------	-----------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
3000		OTHER DIRECT COSTS (ODCs). MATERIAL (BASE YEAR), COST. Material in support of CLIN 2000. Material ODCs are non-fee bearing.			
3000AA	R425	OTHER DIRECT COSTS (ODCs). MATERIAL (BASE YEAR), COST (Fund Type - TBD)	1.00	Lot	
3000AB	R425	OTHER DIRECT COSTS (ODCs). MATERIAL (BASE YEAR), COST in support of TI# 2022-10. 10 USC 3133 is hereby invoked. (O&M,N)	1.00	Lot	
3002		OTHER DIRECT COSTS (ODCs). TRAVEL (BASE YEAR), COST. Travel in support of CLIN 2000. Travel ODCs are non-fee bearing.			
3002AA	R425	OTHER DIRECT COSTS (ODCs). TRAVEL (BASE YEAR), COST (Fund Type - TBD)	1.00	Lot	
3002AB	R425	Incremental funding in support of TI 2022-10. 10 USC 3133 is hereby invoked. (O&M,N)	1.00	Lot	
3002AC	R425	Incremental funding in support of TI 2022-08 Decompression Research Computer Programmer Support. 10 USC 3133 is hereby invoked. (O&M,N)	1.00	Lot	
3002AD	R425	Incremental funding to cover the remaining balance on travel from the PNG trip. 10 USC 3133 is hereby invoked. (O&M,N)	1.00	Lot	
3002AE	R425	Incremental funding to travel for Mechanic-Hydraulic Tech Support / TI# 2022-10. 10 USC 3133 is hereby invoked. (O&M,N)	1.00	Lot	
3100		OTHER DIRECT COSTS (ODCs) MATERIAL (OPTION YEAR 1), COST. Material in support of CLIN 2100. Material ODCs are non-fee bearing.			
3100AA	R425	OTHER DIRECT COSTS (ODCs) MATERIAL (OPTION YEAR 1), COST (Fund Type - TBD)	1.00	Lot	
3102		Other Direct Costs. Material in support of CLIN 2100. Option Year 1.			
3102AA	R425	OTHER DIRECT COSTS (ODCs). TRAVEL (OPTION YEAR 1), COST (Fund Type - TBD)	1.00	Lot	
3200		OTHER DIRECT COSTS (ODCs). MATERIAL (OPTION YEAR 2), COST. Material in support of CLIN 2200. Material ODCs are non-fee bearing.			
3200AA	R425	OTHER DIRECT COSTS (ODCs). MATERIAL (OPTION YEAR 2), COST (Fund Type - TBD) Option	1.00	Lot	

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
3202		OTHER DIRECT COSTS (ODCs) . TRAVEL (OPTION YEAR 2), COST. Travel in support of CLIN 2200. Travel ODCs are non-fee bearing.			
3202AA	R425	OTHER DIRECT COSTS (ODCs). TRAVEL (OPTION YEAR 2), COST (Fund Type - TBD) Option	1.00	Lot	

Cost Type / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Not Separately Priced. CDRLs PoP Base Year thru Option Year Four		1.00	Lot		NSP	

Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
6000		LABOR (OPTION YEAR 3), CPFF. The contractor shall provide non-personal services for Diving, Biomedical, Information Technology (IT), Logistics, and Program Management support for the US Navy Experimental Diving Unit (NEDU) per Section C Performance Work Statement, DD Form 254, and Contract Data Requirements List (CDRL) DD Form 1423-2 Referenced in Section J.					
6000AA	R425	LABOR (OPTION YEAR 3) CPFF (Fund Type - TBD) Option	26,000.00	Labor Hours			
6100		LABOR (OPTION YEAR 4), CPFF. The contractor shall provide non-personal services for Diving, Biomedical, Information Technology (IT), Logistics, and Program Management support for the US Navy Experimental Diving Unit (NEDU) per Section C Performance Work Statement, DD Form 254, and Contract Data Requirements List (CDRL) DD Form 1423-2 Referenced in Section J.					
6100AA	R425	LABOR (OPTION YEAR 4) CPFF (Fund Type - TBD) Option	26,000.00	Labor Hours			

Cost Only Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
------	-----	-------------------	-----	------	-----------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
7000		OTHER DIRECT COSTS (ODCs). MATERIAL (OPTION YEAR 3), COST. Material in support of CLIN 6000. Material ODCs are non-fee bearing.			
7000AA	R425	OTHER DIRECT COSTS (ODCs). MATERIAL (OPTION YEAR 3), COST (Fund Type - TBD) Option	1.00	Lot	
7002		OTHER DIRECT COSTS (ODCs). TRAVEL (OPTION YEAR 3), COST. Travel in support of CLIN 6000. Travel ODCs are non-fee bearing.			
7002AA	R425	OTHER DIRECT COSTS (ODCs). TRAVEL (OPTION YEAR 3), COST (Fund Type - TBD) Option	1.00	Lot	
7100		OTHER DIRECT COSTS (ODCs). MATERIAL (OPTION YEAR 4), COST. Material in support of CLIN 6100. Material ODCs are non-fee bearing.			
7100AA	R425	OTHER DIRECT COSTS (ODCs). MATERIAL (OPTION YEAR 4), COST (Fund Type - TBD) Option	1.00	Lot	
7102		OTHER DIRECT COSTS (ODCs). TRAVEL (OPTION YEAR 4), COST. Travel in support of CLIN 6100. Travel ODCs are non-fee bearing.			
7102AA	R425	OTHER DIRECT COSTS (ODCs). TRAVEL (OPTION YEAR 4), COST (Fund Type - TBD) Option	1.00	Lot	

## B-215-H001 MAXIMUM RATES

(a) Maximum Pass Through Rates – Applicable to all Task Orders Types. The pass through rate is defined as the cumulative amount of the two elements listed below divided by the price paid to the subcontractor or the vendor:

- (1) any and all prime contractor indirect costs including, but not limited to: overhead, material handling charges, G&A, burdens and mark-ups; and
- (2) any and all prime contractor profit or fee\*

\*For purposes of this contract, “fee” means “target fee” in cost-plus-incentive-fee type contracts, “base fee” in cost-plus-award-fee type contracts, or “fixed fee” in cost-plus-fixed-fee type contracts.

(b) The Contractor agrees that the maximum pass-through rate that shall be charged against any non-ODC CLIN where labor is proposed under this contract shall not exceed **8%**. For purposes of the maximum pass-through, any effort provided by a division, subsidiary or any other entity of the prime contractor shall not be considered subcontracted effort and all fee/profit must be provided at the prime level subject to the limitations specified in this

contract.

(c) Maximum Profit/Fee Rate – Applicable to Cost Plus Fixed Fee CLINs Only. Contractor compliance with the maximum fee rate on CPFF CLINs is applicable at the time of task order award and is based on the ratio of fixed fee to the estimated cost. A proposed fee at the task order level that is higher than the maximum fee rate stated in the offeror’s base contract shall render the contractor’s proposal unacceptable. The Contractor agrees that the maximum fixed fee rate shall not exceed **8%**. Fee becomes a fixed dollar amount at the time of task order award and is subject to the provisions of the Level of Effort clause of the task order. The maximum fee rate being proposed at the task order level by the prime contractor shall flow down to all subcontractors/consultants included as part of your (the Prime) proposal.

(d) Other Direct Costs and Travel. No fee is allowed on Other Direct Costs or Travel. Indirect cost elements such as G&A and material handling may be applied to ODCs but may not include fee.

**(End of text)**

#### **B-216-H006 FEE TABLE (NAVSEA) (MAR 2019)**

Labor CLIN	Labor Hours	Cost Per Hour*	Fee Rate Per Hour*	Loaded Hourly Rate
2000AA	26,000			
2100AA	26,000			
2200AA	26,000			
6000AA	26,000			
6100AA	26,000			

\*The offeror shall divide the proposed fee for each CLIN by the quantity of labor hours indicated to complete the table. Fee is calculated based on cost less FCCOM; if FCCOM is proposed, necessary columns may be added.

In the event of any inconsistency between the above table and the CLIN pricing, the CLIN pricing shall take precedence.

**(End of Text)**

#### **B-231-H001 TRAVEL COSTS (NAVSEA) (OCT 2018)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The travel costs to be reimbursed shall be those costs for which the Contractor has maintained appropriate documentation and which have been determined to be allowable, allocable, and reasonable by the

Procuring Contracting Officer, Administrative Contracting Officer, or their duly authorized representative.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35; however, Procuring Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

- (1) travel at U.S. Military Installations where Government transportation is available,
- (2) travel performed for personal convenience/errands, including commuting to and from work, and
- (3) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

#### **B-232-H005 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) --ALTERNATE I (NAVSEA) (OCT 2018)**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts.

(b) The Government shall make payments to the Contractor, subject to and per the clause in this contract entitled "Fixed Fee" (FAR 52.216-8) or "Incentive Fee", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-7), subject to the withholding terms and conditions of the "Fixed Fee" or "Incentive Fee" clause, as applicable. Fee paid per hour shall be based on total fee dollars divided by total hours to be provided. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

**(End of Text)**

#### **B-232-H006 LIMITATION OF COST OR LIMITATION OF FUNDS CLARIFICATION (NAVSEA) (OCT 2018)**

The clause entitled "Limitation of Cost" (FAR 52.232-20) or "Limitation of Funds" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

<b>Labor CLIN</b>	<b>Hours</b>	<b>Cost(s)*</b>	<b>Fee(s)*</b>
2000AA	26,000		
2100AA	26,000		
2200AA	26,000		
6000AA	26,000		
6100AA	26,000		

**(End of Text)**

# Section C - Description/Specifications/Statement of Work

## PERFORMANCE WORK STATEMENT FOR DIVING, BIOMEDICAL, INFORMATION TECHNOLOGY (IT), LOGISTICS AND PROGRAM MANAGEMENT SUPPORT FOR THE NAVY EXPERIMENTAL DIVE UNIT (NEDU)

### 1.0 SCOPE

The Navy Experimental Dive Unit (NEDU) tasking covered under this performance work statement (PWS) include conducting diving and biomedical research, test and evaluation of cutting edge and innovative diving, hyperbaric and life support equipment, hardware modification requirements, experimental diving and marine equipment development and implementation, continued training improvement, and failure investigation support. Day-to-day tasks also include program management, engineering, logistics, and information technology (IT) support. A summary of duties required in supporting NEDU program management efforts include office management, risk management support, schedule development and maintenance, action item tracking, presentation development, and library maintenance. Test and evaluation support comprises test planning support, test conduct support, and test reporting support. The Contractor shall provide non-personal technical, engineering, and logistics services as stated herein.

#### 1. Acronyms

ACIO	Activity Command Information Officer
ATO	Approval to Operate
C&A	Certification & Accreditation
CFD	Computation Fluid Dynamic
CSWF	Cybersecurity Workforce
DAA	Designated Approval Authority
DCS	Decompression Sickness
DLSS	Diving and Life Support Systems
DON	Department of Navy
DSS	Deep Submergence Systems
eCraft	Electronic Cost Reporting and Financial Tracking
EDF	Experimental Dive Facility
EOD	Explosive Ordnance Disposal
EPRU	eCRAFT System Periodic Report Utility
FID	Flame Ionization Detection

GC	Gas Chromatography
IA	Information Assurance
IAM	Information Assurance Manager
IAO	Information Assurance Officer
IATO	Interim Authority to Operate
IATT	Interim Authority to Test
IRB	Institutional Review Board
IT	Information Technology
MS	Mass Spectrometry
NAVFAC	Naval Facilities Command
NAVSEA	Naval Sea Systems Command
NDT	Non-Destructive Testing
NEDU	Navy Experimental Dive Unit
OPSEC	Operations Security
PIT	Platform Information Technology
PQL	Practical Quantitation Limits
PQR	Procedure Qualification Record
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QMS	Quality Management System
RMF	Risk Management Framework
ROM	Rough Order of Magnitude
SOF	Special Operation Forces
TCD	Thermal Conductivity Detection
TI	Technical Instruction
VV&A	Verification, Validation, & Accreditation

## 2.0 APPLICABLE DOCUMENTS

The following documents, of the exact issue shown, form a part of this PWS to the extent specified herein. In the event a conflict between the documents referenced herein and the contents of this PWS, the contents of this PWS shall take precedence. The second tier and lower reference documents (i.e., documents referenced in the primary references) shall be for guidance only. Military Standard and Specifications are available at <https://assist.daps.dla.mil/online/start>. Copies of DoD Directives and Instructions listed in this section can be obtained from the DoD Issuances Website (<http://www.dtic.mil/whs/directives/>).

## 2.1 Military Specifications

None

## 2.2 Military Standards

MIL-STD-1330D Precision Cleaning and Testing of Shipboard Oxygen Helium, Helium-Oxygen, Nitrogen, and Hydrogen Systems (28 Jun 2007)

MIL-STD-1622B Cleaning of Shipboard Compressed Air Systems (15 Nov 2006)

## 2.3 Other Documents:

ANSI Z39.18-2005 Scientific and Technical Reports - Elements, Organization and Design

DOD 8570.01-M Information Assurance Workforce Improvement Program

ISO 9001:2015 Quality Management System, dated January 2015

SECNAV M-5239.2 DON Cybersecurity Information Technology and Cybersecurity Workforce Management and Qualification Manual (June 2016)

**NOTE:** Military Specifications, Standards, and Handbooks are available from <https://assist.dla.mil/online/start/>. NSWC PCD Instruction(s) provided with the solicitation. The Contractor shall assume responsibility for this task order within 45 calendar days after task order effective date to include assuming responsibility for any Government Furnished Property (GFP) and hiring personnel.

## 3.0 REQUIREMENTS

(a) The Contractor shall assume responsibility for this task order within 45 calendar days after task order effective date to include assuming responsibility for any Government Furnished Property (GFP) and hiring personnel. Within ten days of the task order effective date, the Contractor shall provide a transition plan annotating the time line for acquiring the GFP and hiring personnel that are certified in accordance with this PWS. (**CDRL A020**).

(b) The Contractor shall ensure that employees shall communicate in and understand the English language and shall be United States (U.S.) citizens prior to being admitted to a Government facility. Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner. The Contractor shall remove from the site any individual whose continued employment is deemed by the Government to be contrary to the public interest or inconsistent with the best interests of National Security.

(c) The Contractor shall ensure all new employees are fully trained and certified to meet functional position requirements. For Government mandatory training (i.e. Safety, Personally Identifiable Information (PII), etc.) the Contractor shall ensure all Contractor personnel working onsite in a Government facility are registered in the U.S. Navy Total Workforce Management Services (TWMS) website at <https://twms.navy.mil/selfservice/login.asp>. The Government will identify mandatory training through this website and the Contractor shall monitor and ensure that Contractor employees complete required mandatory training requirements by the required completion dates. The Contractor shall provide the following information for each employee that will be working onsite at a Government facility in the Transition Plan (**CDRL A020**): Employees Last Name, First Name (No nicknames); Reporting Date, Contract Number, Job Title and the Government Contracting Officers Representative (COR) Organization Code. The Contractor shall document changes to this list (additions or departures) and training completion tracking information in the task order Contract Status Report. Any additional onsite training in the support of NSWC PCD specific application problems will be provided by the Government as required. When additional training is required or specifically requested by the Government, the costs associated with attending this training shall be approved by the Procuring Contracting Officer (PCO) via a Technical Instruction (TI) and purchased under the Other Direct Cost (ODC) line items for the task order.

(d) Cyber Information Technology (IT) /Cybersecurity Workforce (CSWF) – the Contractor shall identify any personnel assigned to work on the contract that are considered part of the CSWF as defined in DoD Directive 8140.01 in the Transition Plan (CDRL A001) by providing the information required by paragraph (c) above. The Contractor shall ensure all CSWF personnel are registered in the U.S. Navy Total Workforce Management Services (TWMS) website at <https://twms.navy.mil/selfservice/login.asp>. The Government will identify mandatory CSWF training through this website and the Contractor shall monitor and ensure that Contractor employees complete required mandatory training requirements by the required completion dates. CSWF personnel may be required to complete additional training outside of TWMS. The Contractor shall document changes to the CSWF list (additions or departures) and provide CSWF training and certification tracking information in the task order Contract Status Report.

(e) The Government will provide office space for up to 13 Contractor personnel with a phone and Navy and Marine Corps Intranet (NMCI)

computer with network connection. The Government will also supply the consumables for the stated equipment such as paper, toner cartridges, etc. The specific workspace location(s) will be provided at the time of award. The Contractor shall provide a list of employees who require access to these areas, including standard security clearance information for each person to the COR no later than thirty business days after the date of award. The workspace provided to the Contractor personnel shall be identified by the awardee, with appropriate signage listing the company name and individual Contractor employee name. Contractor management is responsible for establishing work hours for Contractor staff that meets the Government's requirements for coverage. When a Government facility is closed or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility-related problem that prevents personnel from working, on-site Contractor personnel regularly assigned to work at that facility should follow the same reporting or departure directions given to Government personnel. The Contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential Contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company reporting policy. Subsequent to an early dismissal and during periods of inclement weather, on-site Contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility-related problem), on-site Contractors may continue working established work hours off-site or take leave in accordance with parent company policy. Those Contractors who take leave shall not direct charge the non-working hours to the Task Order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the Federal Acquisition Regulation (FAR), applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the Task Order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

(f) Contractor-operated vehicles shall meet the following criteria:

The Contractor may be required to operate mobile equipment such as Government owned pickup.

1. The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration.
2. The Contractor shall mark all Government Furnished Vehicles "Contractor operated" in one and one-half inch (1 ½") lettering. The color of the marking shall be distinguishable from the base vehicle color and match other vehicle markings, and in close proximity to the USN number.
3. Contractor personnel shall not utilize cellular telephones or personal devices while operating Contractor- furnished equipment or vehicles or personal owned vehicles on Government property.

(g) Contract Management

The Contractor shall provide management for administration and technical supervision of Contractor employees in the performance of this Task Order. The management team shall be the Contractor's primary representative(s) and have the Contractor's full authority to act on matters pertaining to the performance of services under this Contract. Contractor management shall:

- (1) Be responsible for the overall performance of all services required by this Contract.
- (2) Have the authority to act and make binding decisions for the Contractor.
- (3) Meet with Government personnel designated by the PCO or the COR to discuss immediate problem areas.
- (4) Be available during normal working hours
- (5) To counter circumstances inferring personal services and to preserve the non-personal nature of the contract, the Contractor shall adhere to the following guidelines in the performance of efforts under the contract:
  - (i) Directly supervise all contract employees assigned to tasks.
  - (ii) Refrain from discussing the issues such as skill levels and hours, salaries, cost and funding data, or administrative and personnel matters affecting Contractor employees with NSWC PCD personnel.
  - (iii) Ensure close communication and coordination with the COR, reporting problems to the COR as they occur (not waiting for a monthly meeting).

(iv) Ensure potential Contractor employees are not interviewed by Government officials, that Contractor employee's individual performance is not discussed with Government officials, other than the COR or PCO, that Contractor employees do not allow Government employees to approve their leave or work scheduling, that Government officials do not terminate Contractor employees, and that Contractor employee's do not receive assistance from Government officials in doing their jobs or assist the Government for areas not covered by this PWS.

(v) Do not assign Contractor personnel to work under direct Government supervision.

(vi) Ensure Contractor employees obtain Common Access Cards (CAC), if appropriate, identifying them as contractors.

(vii) Use work orders to document and manage the work and to define the details of the assignment and its deliverables; the Government has the right to reject the finished product or result and this does not constitute personal services.

(viii) When travel is required for the performance on a task, the Contractor personnel are only to travel as directed by their contract management (such as their Program Manager or equivalent point of contact).

(ix) The Contractor shall document their processes for ensuring services remain non-personal in nature during Contract performance in the Transition Plan (**CDRL A020**)

(h) The Contractor shall, using the guidance of PWS paragraphs 2.1, 2.2, 2.3 and Government Furnished Information (GFI), provide all labor and materials required to the following task areas:

### **3.1 Diving and Biomedical Research Support**

#### **3.1.1 Integrative Human Physiology Research Support**

The Contractor shall support the development, coordination and execution of unmanned and manned physiological experimentation focusing on the effects of hyperbaric, diving, and other extreme environments on thermoregulation and cardiovascular, autonomic, respiratory, and muscular physiology to provide guidance on acceptable work of breathing limits; generate oxygen toxicity and hypercapnia models and provide related safety guidance; determine procedures to optimize respiratory mechanics. The Contractor will also perform peer review analysis and written critiques of research performed at NEDU. The Contractor will also perform research data collection, entry and analysis using specialized statistical, graphing and physiological software. As a member of a research team, the Contractor collaborates with co-investigators and participates in all aspects of laboratory and field research endeavors to include conducting literature searches; assisting in planning research protocols; selecting, developing, and implementing necessary instrumentation; collecting, organizing, inputting and analyzing data gathered from research protocols; recruiting and interviewing subjects for studies; operating equipment to conduct research protocols; overseeing research support personnel at the tutorial level; and preparing manuscripts and reports of completed investigations for publication in scientific journals. In addition, the Contractor shall conduct original and independent analysis and research so that modifications of procedures are performed as problems arise during the investigation. (**CDRL A001**)

#### **3.1.2 Decompression Research Support**

The contractor shall provide support to the NEDU Decompression Research Team for applied Research, Development, Test and Evaluation (RDT&E) Programs which develop specialized operational decompression guidance for U.S. Navy divers and submariners. This support requires comprehensive understanding of human hyperbaric and diving physiology and entail synthesizing scientific theory and empirical data into mathematical models and algorithms for providing operational decompression guidance. Specific emphasis is on the maximization of operational envelopes for U.S. Navy diving operations while minimizing decompression obligations and the incidence and severity of decompression sickness (DCS) in those operations. Activities include creating, executing, and analyzing results of RDT&E programs in the fields of hyperbaric and diving physiology, oxygen toxicity, diver thermal protection, and life support for manned underwater activities. (**CDRL A002**)

To complete the expected activities the Contractor shall be required to (**CDRL A002**):

##### **3.1.2.1**

Recommend software updates that can be used to alleviate fleet decompression problems, and prevent or minimize adverse effects of other stressors (e.g. temperature, pressure, exercise) on human performance in the undersea and sea/air/land transition environments.

##### **3.1.2.2**

Develop and deliver statistical models of decompression sickness incidence and time of occurrence, and implement those models in probabilistic decompression algorithms for application in dive planning software and diver-worn or top-side decompression computers.

##### **3.1.2.3**

Support the integration and testing of new and existing software for procedures related to minimizing decompression obligations and the incidence

and severity of decompression sickness (DCS). Produce and deliver all required documentation for product Verification, Validation, and Accreditation (VV&A) to ensure conformity with NEDU, NAVSEA, and DON and other applicable information assurance requirements.

#### 3.1.2.4

Identify and support the acquisition of the necessary hardware and programming tools to support the data analytic efforts of the Decompression Research Team.

#### 3.1.2.5

Plan and conduct man-dive protocols to validate new decompression algorithms and their implementations in dive planning and diver-worn or top-side decompression computers.

#### 3.1.2.6

Coordinate with other scientists, technicians, support personnel, and Fleet sponsors in the conduct of research.

#### 3.1.2.7

Prepare reports, both oral and written, describing results of the developmental work for presentation at seminars and symposia, publication in formal technical reports, or publication in peer-reviewed journals, and in the development of operationally useful guidance for the Fleet customer.

### 3.1.3 Biomedical Engineering Support

The contractor shall provide biomedical engineering and technical support consisting of design, analysis, troubleshooting, installation, retrofit, maintenance, independent verification and validation for new concept, in-development, or in-service diver and diver life support systems. **(CDRL A003)**. Support shall consist of system electrical, mechanical, chemical, computer, safety, and biomedical engineering disciplines to enhance the performance, capabilities, safety and life support of divers and diving life support systems as follows:

#### 3.1.3.1

The contractor shall develop biomedical engineering solutions and research protocols for programs enhancing diver safety, life support systems, and thermal protection in unique military operational environments.

#### 3.1.3.2

The contractor shall provide support services in the theory and measurement of heat transfer between man and stressful thermal environments, thermal conductance, heat balance, and regional heat distribution in man.

#### 3.1.3.3

The contractor shall provide support services to operate and maintain a state-of-the-art gas analysis laboratory. Provide support services in conducting Mass Spectrometry (MS), Gas Chromatography (CG), Flame Ionization Detection (FID), and Thermal Conductivity Detection (TCD) utilized in materials, atmospheric gas, and diver breathing gas analysis is required.

#### 3.1.3.4

The contractor shall conduct literature searches and assist in planning research protocols; selecting, develop, and implement necessary instrumentation; collect, organize, input and analyze data gathered from research protocols; recruit and interview subjects for studies; operate equipment to conduct research protocols; oversee research support personnel at the tutorial level; and prepare manuscripts and reports of completed investigations for publication in scientific journals. In addition, the contractor must be capable of original and independent analysis and research skills so that modifications of procedures may be performed as problems arise during the investigation.

### 3.1.4 Surge Requirements

The Government may require short notice surge requests. The notification for this requirement may only be 1 to 2 months.

## 3.2 Test and Evaluation Support

3.2.1 The Contractor shall provide support for all RDT&E tasking conducted in the Experimental Diving Facility (EDF) related to the acquisition and sustainment programs of a broad range of diving, hyperbaric, life support and submarine systems, equipment, and related components. **(CDRLs A004, A005, & A006)**

The Contractor shall:

3.2.1.1 Provide support services with specific knowledge in electrical engineering, physical measurements, instrumentation and computer programming (Lab View, C++, and Microsoft Visual Basic) with emphasis in electronics, T&E systems design and operation, physical

measurement strategies and the design of data acquisition software structures.

3.2.1.2 Provide support to gather, examine, and interpret information from various sources to develop approaches to T&E related tasking.

3.2.1.3 Provide support for the safe planning and conduct of test events, support system analyses, generate test documentation (including test plans, test logs, mission summaries, quick look test reports, and detailed final test reports).

3.2.1.4 Provide system prototyping and development support, and daily updated test schedules for development and testing phases.

3.2.1.5 The following Functional Task areas are representative of tasking that may be required:

### **3.3 Engineering, Logistics, and Technical Support**

The Government may require short notice surge requests. The notification for this requirement might only have a 2 to 3-week lead-time notice to be fulfilled. Support services described in this section pertain to the NEDU systems, equipment, and apparatuses. None of these services shall pertain to the NEDU buildings, nor to any facilities maintenance.

#### **3.3.1 Certified Welding**

The contractor shall provide welding, fabrication, and inspection support during repair, overhaul or refurbishment of existing NEDU equipment and for fabrication of task specific test stands and other metallic structures. Welders will be described as “utility” and “certified”:

3.3.1.1 The contractor shall provide utility welders who fabricate and repair non-pressurized, low stressed structures, pipes, brackets, partitions, tanks and machinery platforms using Tungsten Inert Gas, Metallic Inert Gas, or Manual Metal Arc techniques. Weld types and orientation vary, but include flat butt, horizontal butt, vertical and overhead fillet and circumferential welds. Parent materials include aluminum and low alloy carbon steel. The welder should have proficiency in soldering and brazing as well as oxy-acetylene cutting. The safe and proper use of general fabrication shop tools such as machinery for metal sawing, bending, shearing, grinding, plate rolling, and cabinet blasting is required.

3.3.1.2 The contractor shall provide Certified or coded welders tested to a specific weld procedure specification (WPS) that describes the weld technique with details of parent and filler material, weld area preparation, welding variables and relevant procedure qualification record (PQR). Applicable standards such as ASME Section IX and Section VIII- Division 1, AWS D1.1 as well as NAVFAC and NAVSEA. Specific parent metal type and position is not defined but will predominately be 300 series stainless steel, pipe, flanges or tubing, requiring butt or socket welding in various positions. Sizes will range from 1/4” IPS to 8” IPS, schedule 40-120.

3.3.1.3 The Contractor shall provide quality control personnel certified as to Level II or Level III inspectors to provide documentation for each inspected weld. Techniques employed will include visual, dye penetrant, ultrasonic and radiographic inspection. Non-Destructive Testing (NDT) corrosion mapping will be employed for determination of pipe/vessel wall thickness, with results documented in a traceable manner as required by NAVSEA procedures. **(CDRL A005)**

#### **3.3.2 Oxygen Clean Room Support**

The contractor shall provide Oxygen Clean Room support for the maintenance of Diver Life Support Systems (DLSS) as well as submarine, and hyperbaric systems and associated support equipment and components. The support of the Oxygen Clean Room also requires a thorough knowledge of high pressure hose and gas transfer whip manufacturing. Support shall be provided in 30 and 60 day intervals.

3.3.2.1 System oxygen cleaning and hydrostatic testing shall be performed by a NAVSEA approved cleaning facility that performs cleaning and hydrostatic testing processes. For oxygen cleaning, MIL-STD-1330D is required. For Diver Air Standard cleaning requirements, MIL-STD-1622 is required. Cleaning certification documents will be provided for each component and subassembly repaired or replaced and tested within the Scope of Certification. **(CDRL A007)**

#### **3.3.3 Electrician Support**

The Contractor shall provide Industrial Electrician support to repair, reconfigure, and install various electrical components and the other various systems supporting NEDU RDT&E and experimentation tasking.

#### **3.3.4 Configuration Management Support**

The contractor shall support NEDU, as applicable, configuration management programs to include documentation updates, configuration identification, configuration control methods, and configuration status accounting. **(CDRL A008)**

### 3.3.5 Engineering and Technical Support

The contractor shall provide engineering and technical support to include design, analysis, troubleshooting, installation, retrofit, maintenance, independent verification and validation for in-service systems and new products developed by other manufacturers/contractors, and to support RDT&E and experimentation tasking. The contractor shall provide engineering and technical support consisting of electrical, mechanical, computer systems, acoustics, safety, and naval architecture engineering disciplines. This support may be needed for new concept, in-development, or in-service systems. These support services pertain to the NEDU systems, equipment, and apparatuses. None of these services shall pertain to the NEDU buildings, nor to any facilities maintenance. **(CDRL A009)**

### 3.3.6 Engineering and Technical Documentation Support

The contractor shall develop, review, update and maintain engineering and technical documentation and associated lists. This documentation shall consist of engineering drawings (AutoCAD/CAD, Inventor etc.) and parts lists, specifications, technical reports, design documentation, technical data packages, failure reports, engineering change documentation, test plans, test reports, and temporary alteration packages for diving systems and related programs. **(CDRLs A009 & A010)**

### 3.3.7 Computational Analysis Support

The contractor shall provide intensive 3D modeling and related support for finite Element Analysis (FEA) methods in the areas of structural, thermal, and computation fluid dynamic (CFD) analysis. The modeling to be done is that typically associated with a complete and complex finite element or finite difference computer model. The contractor shall conduct the pre-processing phase of analysis consisting of data collection to determine geometry and boundary conditions, data organization for analysis, review for previous test results and applicability for analysis. The contractor shall provide support in configuring the necessary hardware and software to support the analysis efforts as determined by sponsor needs. The contractor shall create sketches and pictures necessary to document and explain the analysis effort, along with creation of 2D and 3D parametric geometry. Preliminary meshing of analysis models will also be conducted where necessary. The contractor shall participate in the actual analysis phase to aid in determining geometric anomalies and to correct geometry for that particular analysis or subsequently more detailed analysis. The contractor shall also aid in the development of post processing results for visualization and understanding, creation of documents to view analysis results, data analysis for development of further analysis and test plans, providing sketches and drawings for test plans to aid in the post processing of results. The contractor shall support this modeling effort at remote locations when required. **(CDRL A011)**

### 3.3.8 Drafting Support

The contractor shall create and review engineering drawings to include: mechanical piping, electrical schematics as well as detailed fabrication drawings for machined parts. These support services shall pertain to the NEDU systems, equipment, and apparatuses. None of these services shall pertain to the NEDU buildings, nor to any facilities maintenance. **(CDRLs A009 & A010)**

## 3.4 Information Technology Support

The contractor shall provide on-site Information Technology (IT) support and obtain NEDU Cyber Security work Force (CSWF) membership as follows:

### 3.4.1 Information Assurance Support

The contractor shall ensure all NEDU RDT&E information systems are secure and compliant with applicable Federal, DOD, and Navy requirements as detailed in the U.S. Navy Risk Management Framework Process Guide (series). Contractor personnel performing IA functions must meet certification and security background check requirements as detailed in the DON Cybersecurity Information Technology and Cybersecurity Workforce Management and Qualification Manual (SECNAV M-5239.2, June 2016). **(CDRL A012)**

The Contractor shall include IA requirements in all NEDU supported systems, initial design efforts, throughout implementation, and throughout the systems life cycle. The Contractor shall perform the following tasks:

- a) Configuring and operating IA and IA-enabled technology according to DOD Information System IA policies and procedures
- b) Testing system routines and components; performing comprehensive vulnerability assessments
- c) Developing Certification and Accreditation (C&A) documentation and supporting material

### 3.4.2 Certification and Accreditation (C&A) Assessment Support

The Contractor shall monitor and implement C&A process changes. The Contractor shall ensure that personnel accessing IS have the proper and current IA certification to perform IA functions in accordance with DOD 8570.01–M, Information Assurance Workforce Improvement Program or current applicable policy. The Contractor personnel shall ensure that all Controlled Access Areas are in compliance with Navy and DOD regulations as detailed in the U.S. Navy Risk Management Framework Process Guide (series). **(CDRL A012)**

The Contractor shall meet the applicable IA certification requirements:

- a) DOD-approved IA workforce certifications appropriate for each category and level as listed in the current version of DOD 8570.01–M
- b) Appropriate operating system certification for IA technical positions as required by DOD 8570.01–M.
- c) Upon request by the Government, the Contractor shall provide documentation supporting the IA certification status of personnel performing IA functions.
- d) Contractor personnel who do not have proper and current certifications shall be denied access to DOD IS for the purpose of performing IA functions.

### 3.4.3 C&A Documentation Support

The Contractor shall convert existing C&A documentation and supporting material to the current approved C&A package format. For systems with no existing C&A documentation, the Contractor shall develop all required C&A documentation and supporting materials in the current required format. **(CDRL A012)**

The Contractor shall validate that C&A packages are compliant with current DOD, DON and NAVSEA requirements as detailed in the U.S. Navy Risk Management Framework Process Guide (series) to obtain Approval to Operate (ATO) for each system.

The Contractor shall conduct comprehensive C&A efforts and prepare documentation to deliver to the appropriate Designated Approval Authority (DAA) for C&A determination via the Command Information Assurance Manager (IAM) and the COR.

If required, the contractor shall prepare C&A packages to obtain Interim Authority to Test (IATT), Interim Authority to Operate (IATO) or Platform Information Technology (PIT) designation from the appropriate DAA. The Contractor shall prepare documentation using the current approved Government formats.

The Contractor shall provide products electronically and in hard copy when requested. Electronic files shall be produced in Government-acceptable format.

### 3.4.4 C&A Auditing Support

The Contractor shall verify that each information system at NEDU is in compliance with current C&A requirements. **(CDRL A012)** This task involves updating the C&A Packages in the current approved format and developing the documentation addressing the following:

- a) Software Design Analysis
- b) Network Connection Rule Compliance
- c) Integrity Analysis of Integrated Products
- d) Life Cycle Management Analysis
- e) Security Requirements Validation Procedures
- f) Vulnerability Evaluation

The Contractor shall provide technical support to the Activity Command Information Officer (ACIO), Information Assurance Manager (IAM), and Information Assurance Officers (IAO) in the preparation, assembly, organization, and timely submission of all information required or requested by auditing authorities, to include the NAVSEA Information Assurance Compliance Audit Self-Assessment.

## 3.5 Program Support Services

### 3.5.1 Administrative Support

The Contractor shall: **(CDRL A013)**

- (a) Create, format, enter data, and revise Excel and similar spreadsheets and database programs. Compose, draft, type, proof, edit, mail and archive in accordance with the Navy correspondence manual style; utilize word processor and perform all aspects of Microsoft Office® suite and other Microcomputer based programs.
- (b) Prepare process, coordinate and track various project documents and task records. Assemble data and prepare documents; request additional data from relevant personnel and activities when needed.
- (c) Prepare and edit manuscripts (text, tables, references, graphs and illustrations) drafted by command staff by placing drafts in proper format for submission to technical and scientific journals in accordance with published instructions to authors; execute desk-top publishing programs. Track and archive all publication correspondence.

(d) Recommend new procedures and draft accompanying instructions for Government approval when applicable. Provide administrative support for test planning documentation preparation, technical report and technical memorandum preparation, and peer-reviewed professional journal preparation ensuring documents meet established standards.

(e) Provide telecommunication support, to include messaging.

(f) Schedule and maintain various calendars, and

(g) Proof and edit reports, and presentations to ensure files are properly routed.

(h) Convert signed reports into pdf and file.

(i) Provide administrative support for command briefings.

### **3.5.2 Supply Support**

The contractor shall provide support for shipping, receiving, inventory, issuing and disposition of NEDU material, processing of Purchase Card and MILSTRIP requisitions, maintaining supply stock inventory, ERP data entry. This position requires general warehouse organizational skills, knowledge of hazardous material regulations, and the capability to unload and load material from shipping companies.

### **3.5.3 Library Support**

The contractor shall provide administrative support to the NEDU Library. Familiarity with Microsoft Office and Microsoft 365, document formatting / editing skills, document routing procedural knowledge, and organizational skills are required. **(CDRL A013)**

### **3.6 Contract Status Reporting**

Report progress in accordance with NAVSEA C-237-W001 Electronic Cost Reporting and Financial Tracking (eCRAFT) System Reporting (NAVSEA) (MAY 2019). **(CDRL A019)**

### **3.7 Quality Assurance**

The Contractor shall provide and maintain a Quality Management System (QMS) that meets the requirements of ISO 9001:2015. The Contractor shall submit a Quality Assurance Program Plan (QAPP) to the COR within 30 days after award that documents the quality system procedures, planning, and all other documentation and data that comprise the QMS for Government review and approval. The QAPP shall identify the means by which the Contractor will ensure quality system effectiveness and demonstrate comprehensive management and review of their process data, to identify trends and progress in quality of services and data products provided. The QAPP shall describe what is measured, how often it is tracked, and who reviews and assures that appropriate action is initiated when trends are unfavorable. The Government may perform inspections, validations, verifications and/or evaluations deemed necessary to ascertain conformance and compliance to the requirements and adequacy of the implemented procedures. The Government reserves the right to disapprove the QMS or portions thereof when it fails to meet its contractual requirements. The supplier shall require a QMS of its sub-tier suppliers to ensure control of quality of the services and data products or supplies provided. **(CDRL A014)**

### **3.8 Safety Program**

The Contractor shall implement a Safety Program in accordance with NAVSEA C-223-W001 ACCIDENT REPORTING (NAVSEA) (OCT 2018) and C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018). The Contractor shall submit a Safety Plan for Government approval that addresses as a minimum:

- (a) Equipment Operation, Transport, Handling, Assembly and Storage
- (b) Equipment Test and checkout
- (c) Fall Protection
- (d) PPE
- (e) Emergency operations
- (f) General safety and fire requirements not covered above; and
- (g) Such other operations deemed necessary by the Contractor to safely execute the requirements of the Task Order.

The Contractor shall describe in the Safety Plan the techniques and procedures to be used by the Contractor to ensure that the objectives and requirements of the safety program are met in the safety training for engineers, technicians, operating, and maintenance personnel. The Safety Plan shall describe the mishap and hazardous malfunction analysis process for mishaps and the process for mishap and malfunction reporting to the COR, PCO, and any other Government officials required. **(CDRL A015)**

### **3.9 Purchases**

Only items directly used for this Task Order, for work within the scope of the Performance Work Statement, shall be purchased under the Other Direct Cost (ODC) line items. Individual purchases above \$5,000 shall be approved by the Contracting Officer via a TI prior to purchase by the

Contractor. The purchase request shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of the pricing. The request and supporting documentation shall be submitted to the Contracting Officer's Representative (COR) for concurrence prior to being submitted to the Contracting Officer for approval. Information Technology (IT) equipment, or services must be approved by the proper approval authority. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the PCO for review and approval prior to purchase. The definition of information technology is identical to that of the Clinger-Cohen Act, that is, any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources. (A016)

### 3.10 Travel

Possible travel in support of PWS tasking is anticipated to the following destinations:

- . . Tampa, FL
- . Groton, CT
- . Norfolk, VA
- . Oahu, HI
- . Seattle, WA
  
- . Underway with the Navy Experimental Diving Unit Saturation Detachment (NSD)

Actual travel will be at the direction of NSWC PCD and in support of the efforts specified herein. The number of trips to each destination specified above may be varied as program requirements dictate, provided that the total estimated travel cost is not exceeded. However, under no circumstances may the contractor travel to a destination other than one of those specified above without the expressed written consent of the PCO via a TI. All travel costs will be reported in the monthly status report (CDRL A016) as well as monitored by the Contractor to ensure yearly ceiling is not exceeded. Travel expenses are limited by the Government Travel Regulations.

### 3.11 Navy Enterprise Resource Planning (NERP) Access

Contractor personnel assigned to perform program management and inventory support work under this task order may require limited access to the NERP System which requires a Common Access Card (CAC). The Contractor shall submit a request for NERP access and the role required via the COR to the Competency Role Mapping Point of Contact. The COR will validate the need for access, ensure all prerequisites are completed, and with the assistance of the Role Mapping point of contact, identify the Computer Based Training requirements needed to perform the role assigned. Items to have been completed prior to requesting a role for NERP include Systems Authorization Access Request Navy (SAAR-N), DD Form 2875, Oct 2007, Annual Information Assurance training certificate.

(a) For this procedure, reference to the COR shall mean the PCO for contracts that do not have a designated COR. In order to maintain access to required systems, the Contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations.

(b) For DoD Cybersecurity training, please use this site: <http://iase.disa.mil/index2.html>.

### 3.12 Overtime

Oversight of Contractor overtime shall be performed by the COR. Overtime shall be in accordance with FAR 52.222-2 Payment for Overtime Premiums. All overtime requests shall be submitted for approval to the Procuring Contracting Officer (PCO) and COR.

### 3.13 Management of Government Furnished Property (GFP)

The Contractor shall manage, control, safeguard, inventory and report the status of all GFP in the possession of the Contractor. (CDRL A017)

### 3.14 Contractor Personnel Roster

The Contractor shall provide a personnel roster of all employees assigned to this contract or task order in accordance with CDRL A018 with the following information:

Change Status (Add / Change / Remove)

Contract #

Contract end date

COR / Government Point of Contact (SAME)

Company Name

Name (Last, First, Middle)

Department / Office Code of employee

Email Address

Telephone number

On Site Task Lead

On-site location (if applicable)

Report Date

Departure Date

The Contractor shall maintain the list to be up to date on a bi-weekly basis.

#### **4.0 GOVERNMENT FURNISHED PROPERTY (GFP)**

##### **4.1 Government Furnished Information (GFI)**

NSWC PCD will provide the contractor with relevant information as necessary. The Contractor shall return all GFI to NSWC PCD within 10 days upon completion of the task order.

GFI in the form of NEDU program documentation, scheduling, and technical documentation generated by the development Contractor and Government agencies will be provided throughout the task order period of performance upon request. All GFI shall be returned to NEDU within 10 days after completion of the Task Order unless otherwise directed by the Contracting Officer in writing.

##### **4.2 Government Furnished Property (GFP)**

None

#### **5.0 SECURITY**

This task order involves access to Controlled Unclassified Information (CUI). All contractor personnel associated with and /or performing work relative to this task order must be United States Citizens and must meet the requirements to obtain and maintain CUI access. Performance under this task order shall NOT require access to nor generate CLASSIFIED information (DD254 not required).

##### **5.1 Release of Information**

(a) Release of information shall be in accordance with Section I, DFARS Clause 252.204- 7000, Disclosure of Information.

(b) All technical data provided to the contractor by the Government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the appropriate NSWC PCD authority. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The contractor shall provide adequate physical protection to such information to preclude access by any person or entity not authorized such access by the Government.

## 5.2 Controlled Unclassified Information (CUI)

Controlled unclassified information (CUI) is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government- developed privileged information involving the award of contracts. CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 13526, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

## 5.3 Minimum Requirements for Access to Controlled Unclassified Information (CUI)

Prior to access, Contractor personnel requiring access to Department of the Navy (DON) controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" contractors must have clearance eligibility, or submit an Electronic Questionnaire for Investigation Processing (SF 86) to NSWC PCD Security for processing and subsequent adjudication by the DoD Consolidated Adjudications Facility.

## 5.4 Minimum Protection Requirements for Controlled Unclassified Information

Security classification guides and unclassified limited documents (e.g., CUI, Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

## 5.5 CUI

CUI is a document designation, not a classification. This designation is used by Department of Defense (DoD) and a number of other federal agencies to identify information or material, which although unclassified, disclosure to the public of the information would reasonably be expected to cause a foreseeable harm to an interest protected by one or more provisions of the Freedom of Information Act (FOIA). This includes information that qualifies for protection pursuant to the provisions of the Privacy Act of 1974, as amended. CUI must be marked, controlled and safeguarded in accordance with DoDI 5200.48 Controlled Unclassified Information (CUI)

## 5.6 Security of Unclassified DoD Information on Non-DoD Information Systems (DoDI 8582.01) DoD Policy

Adequate security shall be provided for all unclassified DoD information on non-DoD information systems. Appropriate requirements shall be incorporated into all contracts, grants, and other legal agreements with non-DoD entities.

Information Safeguards are applicable to unclassified DoD information in the possession or control of non- DoD entities on non-DoD information systems, to the extent provided by the applicable contract, grant, or other legal agreement with the DoD.

### 5.6.1 Information Safeguards

Unclassified DoD information that has not been cleared for public release may be disseminated by the Contractor, grantee, or awardee to the extent required to further the contract, grant, or agreement objectives, provided that the information is disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples include:

- (a) Non-public information provided to a Contractor (e.g., with a request for proposal).
- (b) Information developed during the course of a contract, grant, or other legal agreement (e.g., draft documents, reports, or briefings and deliverables).
- (c) Privileged information contained in transactions (e.g., privileged contract information, program schedules, contract-related event tracking).

It is recognized that adequate security will vary depending on the nature and sensitivity of the information on any given non-DoD information system. However, all unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems shall minimally be safeguarded as follows:

- (a) Do not process unclassified DoD information on publically available computers (e.g., those available for use by the general public in kiosks or hotel business centers).
- (b) Protect unclassified DoD information by at least one physical or electronic barrier (e.g., locked container or room, logical authentication or logon procedure) when not under direct individual control of an authorized user.

- (c) At a minimum, overwrite media that have been used to process unclassified DoD information before external release or disposal.
- (d) Encrypt all information that has been identified as CUI when it is stored on mobile computing devices such as laptops and personal digital assistants, compact disks, or authorized removable storage media such as thumb drives and compact disks, using the best encryption technology available to the Contractor or teaming partner.
- (e) Limit transfer of unclassified DoD information to subcontractors or teaming partners with a need to know and obtain a commitment from them to protect the information they receive to at least the same level of protection as that specified in the contract or other written agreement.
- (f) Transmit e-mail, text messages, and similar communications containing unclassified DoD information using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and transport layer security.
- (g) Encrypt organizational wireless connections and use encrypted wireless connections where available when traveling. If encrypted wireless is not available, encrypt document files (e.g., spreadsheet and word processing files), using at least application-provided password protected level encryption.
- (h) Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- (i) Do not post unclassified DoD information to website pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to website pages that control access by user identification and password, user certificates, or other technical means and provide protection via use of transport layer security or other equivalent technologies during transmission. Access control may be provided by the intranet (vice the website itself or the application it hosts).
- (j) Provide protection against computer network intrusions and data exfiltration, minimally including:

Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware. Monitoring and control of both inbound and outbound network traffic (e.g., at the external boundary, sub-networks, individual hosts), including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services. Prompt application of security-relevant software patches, service packs, and hot fixes.

(k) Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, proprietary, Critical Program Information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other legal agreements.

(l) Report loss or unauthorized disclosure of unclassified DoD information in accordance with contract, grant, or other legal agreement requirements and mechanisms.

(m) Do not use external IT services (e.g., e-mail, content hosting, database, document processing) unless they provide at least the same level of protection as that specified in the contract or other written agreement.

## 5.7 Operations Security

Operations Security (OPSEC) is concerned with the protection of critical information: facts about intentions, capabilities, operations, or activities that are needed by adversaries or competitors to bring about failure or unacceptable consequences of mission accomplishment.

Critical information includes information regarding:

- Operations, missions, and exercises, test schedules or locations;
- Location/movement of sensitive information, equipment, or facilities;
- Force structure and readiness (e.g., recall rosters);
- Capabilities, vulnerabilities, limitations, security weaknesses;
- Intrusions/attacks of DoD networks or information systems;
- Network (and system) user identifications and passwords;
- Movements of key personnel or visitors (itineraries, agendas, etc.); and

Security classification of equipment, systems, operations, etc.

The Contractor, subcontractors and their personnel shall employ the following countermeasures to mitigate the susceptibility of critical information to exploitation, when applicable:

- Practice OPSEC and facilitate OPSEC awareness;
- Immediately retrieve documents from printers assessable by the public;
- Shred sensitive and Controlled Unclassified Information (CUI) documents when no longer needed;
- Protect information from personnel without a need-to-know;
- When promulgating information, limit details to that essential for legitimacy;
- During testing and evaluation, practice OPSEC methodologies of staging out of sight, desensitization, or speed of execution, whenever possible.

## 6.0 GOVERNMENT AND CONTRACTOR RELATIONSHIP

(a) The services to be delivered under this Task Order are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the Task Order between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) All Contractor, Subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on NSWC PCD property or attending meetings in the performance of this Task Order. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not NSWC PCD employees. In addition, when working on NSWC PCD property, all Contractor, Subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not NSWC PCD employees.

(c) The Contractor is responsible for supervision of all Contractor personnel assigned to this Task Order. The Contractor shall exercise ultimate over all aspects of Contractor personnel day-to-day work under this Task Order including the assignment of work, means and manner of Contractor employee performance and the amount of Contractor supervision provided. The Contractor shall be ultimately responsible for all aspects of performance under this Task Order including the work of its Contractor personnel.

Contractor personnel under this Task Order shall not:

- a. Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
- b. Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other NSWC PCD contracts, or become a part of the Government organization.
- c. Be used in administration or supervision of Government procurement activities.
- d. Have access to proprietary information belonging to another without the express written permission of the owner of that proprietary information.

(d) Employee Relationship:

a. The services to be performed under this Task Order do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

b. Rules, regulations, directives and requirements that are issued by the U.S. Navy and NSWC PCD under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with non-personal services Task Order.

(e) Inapplicability of Employee Benefits: This Task Order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

- a. Payments by the Government under this Task Order are not subject to the Federal income tax withholdings.
- b. Payments by the Government under this Task Order are not subject to the Federal Insurance Contributions Act.

c. The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this Task Order.

d. The Contractor is not entitled to workman's compensation benefits by virtue of this Task Order.

e. The entire consideration and benefits to the Contractor for performance of this Task Order are contained in the provisions for payment under this Task Order.

(f) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor Task Order activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

a. Contractor should notify the Contracting Officer in writing promptly, within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature, and circumstances of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

b. The Contracting Officer shall promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

i. confirm the conduct is in violation and when necessary direct the mode of further performance,

ii. countermand any communication regarded as a violation

iii. deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

iv. in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date.

## 7.0 PERFORMANCE BASED REQUIREMENTS

The Task Order service requirements are summarized below into Performance Objectives, Performance Standards and Acceptable Quality Levels (AQLs) that relate directly to mission essential items. The performance thresholds describe the minimally acceptable levels of service required for each requirement and are considered critical to mission success. Procedures as set forth in the FAR 52.246-5, Inspection of Services – Cost Reimbursement, shall be utilized to remedy all deficiencies.

Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Assurance Surveillance Plan Typical Monitoring Methods
<b>PWS Paragraph 3.1.1</b>	Support the development, coordination and execution of unmanned and manned physiological experimentation	Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.	In accordance with 52.246-5 Inspection of Services - Cost Reimbursement
<b>Integrative Human Physiology Research Support</b>	Perform expert peer review analysis and written critiques of research performed at NEDU.			
	Perform research data collection, entry and analysis using specialized statistical, graphing and physiological			

	software.			
<b>PWS Paragraph 3.1.2</b>  <b>Decompression Research Support</b>	<p>Create, execute, and analyze results of RDT&amp;E programs in the fields of hyperbaric and diving physiology, oxygen toxicity, diver thermal protection, and life support for manned underwater activities.</p> <p>Produce operable computer programs</p> <p>Develop statistical models of decompression sickness incidence and time of occurrence.</p> <p>Support the development of new software and the integration of existing software</p> <p>Identify and support the acquisition of the necessary hardware and programming tools.</p> <p>Plan and conduct of man-dive protocols.</p> <p>Coordinate with other scientists, technicians, support personnel, and Fleet sponsors in the conduct of research.</p> <p>Prepare reports, both oral and written, describing results</p>	<p>Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.</p>	<p>100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.</p>	<p>In accordance with 52.246-5 Inspection of Services – Cost Reimbursement</p>
<b>PWS Paragraph 3.1.3</b>  <b>Biomedical Engineering Support</b>	<p>Provide biomedical engineering and technical support consisting of design, analysis, troubleshooting, installation, retrofit, maintenance, independent verification and validation for new concept, in-development, or in-service diver and diver life support systems.</p>	<p>Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.</p>	<p>100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.</p>	<p>In accordance with 52.246-5 Inspection of Services – Cost Reimbursement</p>
<b>PWS Paragraph 3.2</b>	<p>Provide support to gather, examine, and interpret information from various</p>	<p>Services and documentation provided in a</p>	<p>100% of reviews require no more than two (2)</p>	<p>In accordance with 52.246-5 Inspection of Services – Cost Reimbursement</p>

<b>Test and Evaluation Support</b>	<p>sources to develop approaches to T&amp;E related tasking.</p> <p>Provide support for the safe planning and conduct of test events, support system analyses, generate test documentation (including test plans, test logs, mission summaries, quick look test reports, and detailed final test reports).</p> <p>Provide system prototyping and development support, and daily updated test schedules for development and testing phases.</p>	<p>consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.</p>	<p>review/comment/approval cycles, to meet acceptance.</p>	
<b>PWS Paragraph 3.3</b>  <b>Engineering, Logistics, and Technical Support</b>	<p>Provide Oxygen Clean Room support.</p> <p>Provide intensive 3D modeling and related support for finite Element Analysis (FEA) methods in the areas of structural, thermal, and computation fluid dynamic (CFD) analysis.</p> <p>Create and review engineering drawings to include: mechanical piping, electrical schematics as well as detailed fabrication drawings for machined parts.</p>	<p>Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.</p>	<p>100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.</p>	<p>In accordance with 52.246-5 Inspection of Services – Cost Reimbursement</p>
<b>PWS Paragraph 3.4.1</b>  <b>Information Assurance Support</b>	<p>Ensure all NEDU RDT&amp;E information systems are secure and compliant with applicable Federal, DOD, and Navy requirements.</p> <p>Contractor personnel performing IA functions must meet certification and security background check requirements</p>	<p>Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.</p>	<p>100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.</p>	<p>In accordance with 52.246-5 Inspection of Services – Cost Reimbursement</p>
<b>PWS Paragraph 3.4.2</b>  <b>Certification and Accreditation Assessment Support</b>	<p>Monitor and implement C&amp;A process changes.</p> <p>Ensure that personnel accessing IS have the proper and current IA certification to perform IA functions in accordance with DOD</p>	<p>Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon</p>	<p>100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.</p>	<p>In accordance with 52.246-5 Inspection of Services – Cost Reimbursement</p>

	<p>8570.01–M, Information Assurance Workforce Improvement Program or current applicable policy.</p> <p>Ensure that all Controlled Access Areas are in compliance with Navy and DOD regulations.</p>	schedules.		
<p><b>PWS Paragraph 3.4.3</b></p> <p><b>C&amp;A Documentation Support</b></p>	<p>Convert existing C&amp;A documentation and supporting material to the current approved C&amp;A package format.</p> <p>Develop all required C&amp;A documentation and supporting materials in the current required format.</p> <p>Validate that C&amp;A packages are compliant with current DOD, DON and NAVSEA requirements to obtain Approval to Operate (ATO) for each system.</p> <p>Prepare documentation to deliver to the appropriate DAA for C&amp;A determination via the Command IAM.</p>	<p>Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.</p>	<p>100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.</p>	<p>In accordance with 52.246-5 Inspection of Services – Cost Reimbursement</p>
<p><b>PWS Paragraph 3.5.1</b></p> <p><b>Administrative Support</b></p>	<p>Conduct production activities including scheduling, data entry, monitoring and improving production procedures, receive and review input and output data;</p> <p>Maintain and revise various NEDU project tracking lists. Maintain NEDU project records and source data.</p> <p>Prepare and maintain documentation, procedures and methods, including user manuals, reference manuals, etc.</p> <p>Maintain a current internal documentation library.</p>	<p>Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.</p>	<p>100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.</p>	<p>In accordance with 52.246-5 Inspection of Services – Cost Reimbursement</p>

<b>PWS Paragraph 3.5.2</b> <b>Supply Support</b>	Provide support for shipping, receiving, inventory, issuing and disposition of NEDU material, processing of Purchase Card and MILSTRIP requisition, maintaining supply stock inventory, ERP data entry.	Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
<b>PWS Paragraph 3.5.3</b> <b>Library Support</b>	Provide administrative assistance to the NEDU Library. Assist with daily library operations. Format, edit, route, and track documents. Organize library materials.	Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement
<b>PWS Paragraph 3.6</b> <b>Contract Status Accounting</b>	Contractor Monthly Status Reports are submitted on a timely basis	100% of reports are provided by due dates.	Submit on the day and for the same timeframe the Contractor submits an invoice into the iRAPT system.	In accordance with FAR 52.246-5, Inspection of Services – Cost Reimbursement and FAR 52.246-3, Inspection of Supplies - Cost Reimbursement
	Contractor monitors cost expenditures and progress towards completion of assigned work and reports cost/progress in the Monthly Status Reports	Report are technically accurate, grammatically correct, and shall contain accurate descriptions of all completed and planned activities by task.	Report/data is accurate, Complete, and timely in the established format and for the same timeframe as the associated invoice.	In accordance with FAR 52.246-5, Inspection of Services – Cost Reimbursement and FAR 52.246-3, Inspection of Supplies - Cost Reimbursement
<b>PWS Paragraph 3.7</b> <b>Material Purchases</b>	Obtain required approvals prior to purchasing materials. Submit invoices with monthly progress reports	100% approvals obtained prior purchasing.	100% approvals documented and invoices submitted with monthly progress reports. ODC charges support the work being conducted	In accordance with 52.246-5 Inspection of Services – Cost Reimbursement

## 8.0 DISTRIBUTION LIMITATION STATEMENTS

Technical Documents generated under this contract shall carry the following Distribution Limitation Statements. Word- processing/electronic files shall have the statements included in the file such that the first page of any resultant hard copy shall display the statements. For drawings, the statements shall be as near to the title block as possible without obscuring any detail of the drawing. Additionally, each diskette delivered shall be marked externally with the statements.

For documents or files containing "Limited Rights," "Restricted Rights," "SBIR Data Rights" or other restrictive markings permitted by the data rights clauses of this contract that restrict the Government's disclosure of the document or file to persons outside the Government:

**DISTRIBUTION STATEMENT E: DISTRIBUTION AUTHORIZED TO DOD COMPONENTS ONLY; PROPRIETARY**

**INFORMATION; (date of determination). OTHER REQUESTS SHALL BE REFERRED TO NSWC PCD CODE A16.**

**WARNING - THIS DOCUMENT CONTAINS TECHNICAL DATA WHOSE EXPORT IS RESTRICTED BY THE ARMS EXPORT CONTROL ACT (TITLE 22, U.S.C., SEC 2751, ET SEQ.) OR THE EXPORT ADMINISTRATION ACT OF 1979 (TITLE 50, U.S.C., APP. 2401 ET SEQ.), AS AMENDED. VIOLATIONS OF THESE EXPORT LAWS ARE SUBJECT TO SEVERE CRIMINAL PENALTIES. DISSEMINATE IN ACCORDANCE WITH PROVISIONS OF DOD DIRECTIVE 5230.25., WITHHOLDING OF UNCLASSIFIED TECHNICAL DATA FROM RELEASE.**

**DESTRUCTION NOTICE - CLASSIFIED INFORMATION, DESTROY IN ACCORDANCE WITH SECNAV M- 5510.36, (DON INFORMATION SECURITY PROGRAM) OR DOD 5220.22-M, (NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL). UNCLASSIFIED LIMITED DOCUMENTS, (E.G., FOUO, DISTRIBUTION STATEMENT CONTROL) DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT**

For all other documents and files generated under this contract:

**DISTRIBUTION STATEMENT D: DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS ONLY; (ADMINISTRATE/OPERATIONAL USE); (date of determination). OTHER U.S. REQUESTS SHALL BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER PANAMA CITY DIVISION, CODE 16, 110 VERNON AVENUE, PANAMA CITY, FL 32407-7001.**

**WARNING - THIS DOCUMENT CONTAINS TECHNICAL DATA WHOSE EXPORT IS RESTRICTED BY THE ARMS EXPORT CONTROL ACT (TITLE 22, U.S.C., SEC 2751, ET SEQ.) OR THE EXPORT ADMINISTRATION ACT OF 1979 (TITLE 50, U.S.C., APP. 2401 ET SEQ.), AS AMENDED. VIOLATIONS OF THESE EXPORT LAWS ARE SUBJECT TO SEVERE CRIMINAL PENALTIES. DISSEMINATE IN ACCORDANCE WITH PROVISIONS OF DOD DIRECTIVE 5230.25., WITHHOLDING OF UNCLASSIFIED TECHNICAL DATA FROM RELEASE.**

**DESTRUCTION NOTICE - CLASSIFIED INFORMATION, DESTROY IN ACCORDANCE WITH SECNAV M- 5510.36, (DON INFORMATION SECURITY PROGRAM) OR DOD 5220.22-M, (NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL). UNCLASSIFIED LIMITED DOCUMENTS, (E.G., FOUO, DISTRIBUTION STATEMENT CONTROL) DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT**

## **9.0 PROTECTION OF HUMAN SUBJECTS**

### **9.1 Definitions. As used in this clause:**

Assurance of compliance means a written assurance that a institution will comply with requirements of 32 CFR Part 219, as well as the terms of the assurance, which the Human Research Protection Official determines to be appropriate for the research supported by the Department of Defense (DoD) component (32 CFR 219.103).

Human Research Protection Official (HRPO) means the individual designated by the head of the applicable DoD component and identified in the component's Human Research Protection Management Plan as the official who is responsible for the oversight and execution of the requirements of this clause, although some DoD components may use a different title for this position.

Human subject means a living individual about whom an investigator (whether professional or student) conducting research obtains data through intervention or interaction with the individual, or identifiable private information (32 CFR 219.102(f)). For example, this could include the use of human organs, tissue, and body fluids from individually identifiable living human subjects as well as graphic, written, or recorded information derived from individually identifiable living human subjects.

Institution means any public or private entity or agency (32 CFR 219.102(b)).

Institutional Review Board (IRB) means a board established for the purposes expressed in 32 CFR Part 219 (32 CFR 219.102(g)).

IRB approval means the determination of the IRB that the research has been reviewed and may be conducted at an institution within the constraints set forth by the IRB and by other institutional and Federal requirements (32 CFR 219.102(h)).

Research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to generalizable knowledge. Activities that meet this definition constitute research for purposes of 32 CFR Part 219, whether or not they are conducted or supported under a program that is considered research for other purposes. For example, some demonstration and service programs may include research activities (32 CFR 219.102(d)).

9.2 The Contractor shall oversee the execution of the research to ensure compliance with this clause. The Contractor shall comply fully with 32 CFR Part 219 and DoD Directive 3216.02, applicable DoD component policies, 10 U.S.C. 980, and, when applicable, Food and Drug Administration policies and regulations.

9.3 The Contractor shall not commence performance of research involving human subjects that is covered under 32 CFR Part 219 or that meets exemption criteria under 32 CFR 219.101(b), or expend funding on such effort, until and unless the conditions of either the following paragraph (c)(1) or (c)(2) have been met:

- (a) The Contractor furnishes to the HRPO, with a copy to the Contracting Officer, an assurance of compliance and IRB approval and receives notification from the Contracting Officer that the HRPO has approved the assurance as appropriate for the research under the Statement of Work and also that the HRPO has reviewed the protocol and accepted the IRB approval for compliance with the DoD component policies. The Contractor may furnish evidence of an existing assurance of compliance for acceptance by the HRPO, if an appropriate assurance has been approved in connection with previous research. The Contractor shall notify the Contracting Officer immediately of any suspensions or terminations of the assurance.
- (b) The Contractor furnishes to the HRPO, with a copy to the Contracting Officer, a determination that the human research proposed meets exemption criteria in 32 CFR 219.101(b) and receives written notification from the Contracting Officer that the exemption is determined acceptable. The determination shall include citation of the exemption category under 32 CFR 219.101(b) and a rationale statement. In the event of a disagreement regarding the Contractor's furnished exemption determination, the HRPO retains final judgment on what research activities or classes of research are covered or are exempt under the contract.

9.4 DoD staff, consultants, and advisory groups may independently review and inspect the Contractor's research and research procedures involving human subjects and, based on such findings, DoD may prohibit research that presents unacceptable hazards or otherwise fails to comply with DoD procedures.

9.5 Failure of the Contractor to comply with the requirements of this clause will result in the issuance of a stop-work order under Federal Acquisition Regulation clause 52.242-15 to immediately suspend, in whole or in part, work and further payment under this contract, or will result in other issuance of suspension of work and further payment for as long as determined necessary at the discretion of the Contracting Officer.

9.6 The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that may include research involving human subjects in accordance with 32 CFR Part 219, DoD Directive 3216.02, and 10 U.S.C. 980, including research that meets exemption criteria under 32 CFR 219.101(b). This clause does not apply to subcontracts that involve only the use of cadaver materials.

#### **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-211-H016 SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018)**

- (a) Definitions.

- (1) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).
- (2) A "first-tier reference" is either: (i) a specification, standard, or drawing cited in a zero-tier reference, or (ii) a specification cited in a first-tier drawing.
- (b) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only unless specifically identified below.

NONE

**(End of Text)**

#### **C-211-H017 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018)**

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

**(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 detailed obligations to which the Contractor committed itself in **BRC's Proposal dated April 1, 2022 in response to NAVSEA Solicitation No. N61331-22-R-3008**.
- (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.

**(End of Text)**

#### **C-223-W001 ACCIDENT REPORTING (NAVSEA) (OCT 2018)**

a) In accordance with DFARS 252.223-7002 (d), the Contractor shall immediately notify the Administrative Contracting Officer (ACO) and Procuring Contracting Officer (PCO) following an accident or incident. Also, the Contractor shall provide a written report within (ten (10) days of the accident or incident containing, at a minimum, the following:

- (1) Location, date and local time of the occurrence;
- (2) Category of accident (fire, explosion, natural disaster, etc.);
- (3) Identification of equipment, material and type of activity involved;
- (4) Contract number;
- (5) Procuring activity (name of PCO and ACO);
- (6) Narrative of occurrence, including cause(s), if known;
- (7) Personnel involved and degree of injury, if any. Specify whether Contractor and/or Government personnel;
- (8) Assessment of damage. Estimate in dollars for Contractor and/or Government owned material, property, equipment;
- (9) Was a news release made? If so, by whom? If not, will a news release be made?
- (10) Was a request made for any assistance?
- (11) Will there be any effect on production? If so, explain in detail.
- (12) Corrective action taken, if any.
- (13) Name and title of person submitting this report.

(b)

The Contractor shall forward weekly written reports to the ACO and PCO until the accident or incident no longer affects production or when contract deliveries are on schedule.

**(End of Text)**

#### **C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018)**

(a) The Contractor shall ensure that each Contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Safety office points of contact below to report completion of the required training via email. The email shall include the Contractor employee's name, work site, and contract number.

(b) It is expected that Contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The Contractor shall ensure that all on-site Contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The Contractor shall report all work-related injuries/illnesses that occurred while working at the Government site to the COR.

(c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office, via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a Contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.

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

(e) The Safety Office points of contacts are as follows:

- Mr. Stephen B Locke, Code 1024, stephen.b.locke.civ@us.navy.mil
- Mr. Pat Beacom, Code 1024, patrick.e.beacom.civ@us.navy.mil
- Mr. Jim Scroggs, Code 1024, james.a.scroggs.civ@us.navy.mil

**(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-237-H001 SERVICE CONTRACT REPORTING (NAVSEA) (JAN 2021)**

(a) Services Contract Reporting (SCR) requirements apply to this contract. The contractor shall report required SCR data fields using the SCR section of the System for Award Management (SAM) at following web address: <https://sam.gov/SAM/>.

(b) Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30.

While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://sam.gov/SAM/>.

**(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-237-W001 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM REPORTING (NAVSEA) (MAY 2019)**

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the Contractor submits an invoice into the Wide Area Workflow (WAWF) module on the Procurement Integrated Enterprise Environment (PIEE) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(c) The Contractor's Fund and Man-hour Expenditure Report reports Contractor expenditures for labor, materials, travel, subcontractor usage, and of contract charges.

(1) Access: eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained

at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/> under eCRAFT information.

The link for eCRAFT report submission is: [https://www.pdrep.csd.disa.mil/pdrep\\_files/other/ecraft.htm](https://www.pdrep.csd.disa.mil/pdrep_files/other/ecraft.htm).

If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection: Submission and Acceptance/Rejection: The Contractor shall submit their reports on the same day and for the same timeframe the Contractor submits an invoice in WAWF. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

**(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 10 days after task order effective date. The meeting will be held at the address below:

Location/Address: **via Microsoft Teams**

(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 task order.

(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-242-H003 TECHNICAL INSTRUCTIONS (NAVSEA) (OCT 2018)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

**(End of Text)**

#### **C-244-H002 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (OCT 2018)**

Notwithstanding FAR 52.244-2(d) and in addition to the information required by FAR 52.244-2(e) of the contract, the Contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement:

- (1) Impact on subcontracting goals,
- (2) Impact on providing support at the contracted value,
- (3) IF SEAPORT TASK ORDER - The results of negotiations to incorporate fee rate caps no higher than the lower of (i) Seaport fee rate caps for the prime Contractor, or in the case where the proposed subcontractor is also a Seaport prime, (ii) fee rate caps that are no higher than the subcontractor's prime Seaport contract.

**(End of Text)**

**C-245-H003 FACILITIES TO BE GOVERNMENT FURNISHED - ALTERNATE I (NAVSEA) (MAR 2019)**

- (a) The price and delivery schedule set forth in this contract contemplate the rent-free use of the facilities identified in paragraph (b) below. If the Government limits or terminates the Contractor's rent-free use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the price or delivery schedule or both, shall be made pursuant to the clause entitled "Changes--Fixed Price" (FAR 52.243-1) or "Changes--Cost-Reimbursement" (FAR 52.243-2), as applicable, provided; however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under this contract, the Contractor shall be entitled only to such adjustment as the Contracting Officer determines to be appropriate under the circumstances.
- (b) The Contractor is authorized to use the facilities described below upon the prior written approval of the cognizant Contract Administration Office, which shall determine that such facilities are required to carry out the work provided for by this contract. Immediately upon receipt of each item of approved facilities, the Contractor shall notify the cognizant Contract Administration Office of the receipt of such facilities owned by the Government, which shall be made a part of the plant account assigned to the Contractor at that location.

**The Government will provide Office space for up to 13 personnel. Specific locations will be provided at time of task order award.**

- (c) In the event there is in existence a facilities management contract effective at the same plant or general location, the facilities provided hereunder shall be made subject to all the terms and conditions of the facilities management contract.

**(End of Text)**

**C-245-H005 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT--ALTERNATE I (NAVSEA) (MAY 2019)**

(a) Contract Specifications, Drawings and Data. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications or other design or alteration data cited or referenced in Section C.

(b) 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. The Government shall furnish only the GFI identified in an attachment in Section J. 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.

(c) Except for the Government information and data specified by paragraphs (a) and (b) 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. 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

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-246-H002 GOVERNMENT USE OF CONTRACTOR'S INSPECTION EQUIPMENT (NAVSEA) (OCT 2018)**

The contractor's gages, measuring, and testing devices shall be made available to the Government when required to determine contractor conformance with contract requirements. If conditions warrant, the contractor's personnel shall be made available for operation of such devices and for verification of their accuracy and condition.

**(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)**

## Section D - Packaging and Marking

### **D-211-H001 PACKAGING OF DATA (NAVSEA) (OCT 2018)**

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 2 dated 18 May 2016.

**(End of Text)**

### **D-211-H002 MARKING OF REPORTS (NAVSEA) (OCT 2018)**

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

**(End of Text)**

### **D-211-H004 IDENTIFICATION MARKING OF PARTS -- BASIC (NAVSEA) (OCT 2018)**

For all parts not subject to the marking requirements in DFARS 252.211-7003 – Item Unique Identification and Valuation, marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

**(End of Text)**

### **D-247-W001 PROHIBITED PACKING MATERIALS (NAVSEA) (OCT 2018)**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material. Loose fill polystyrene is prohibited for shipboard use.

**(End of Text)**

## Section E - Inspection and Acceptance

### 52.246-11 Higher-Level Contract Quality Requirement (Dec 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

	Title	Number	Date	Tailoring
	ISO	9001:2015	SEP 2015	None

(b) The Contractor shall include applicable requirements of the higher-level quality standard (s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require—

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.

**(End of Clause)**

### E-246-H013 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (OCT 2018)

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

**(End of Text)**

### E-246-H014 INSPECTION AND ACCEPTANCE OF ENGINEERING SERVICES (NAVSEA) (OCT 2018)

Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

**(End of Text)**

### E-246-H020 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (OCT 2018)

The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ASQ/ANSI/ISO 9001:2015 "Quality Management Systems – Requirements" and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall flow down such standards, as applicable, to lower-tier subcontractors under instances covered in FAR 52.246-11(b) or at the direction of the Contracting Officer. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

**(End of Text)**

### E-246-H021 COST DATA FOR QUALITY MANAGEMENT SYSTEM (NAVSEA) (JAN 2019)

The contractor shall maintain and use cost data as a management element of the Quality Management System. The specific cost data to be maintained and used will be determined by the contractor. The data shall, on request, be identified and made available for on-site review by the Contracting Officer or designated Government representative.

**(End of Text)**

### E-246-H022 INSPECTION AND TEST RECORDS (NAVSEA) (JAN 2019)

Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness. The data shall, on request, be identified and made available for on-site review by the Contracting Officer or designated Government representative.

**(End of Text)**

### E-246-W007 NOTIFICATION OF INSPECTION OR TEST (NAVSEA) (OCT 2018)

The Contractor agrees to notify **the Contracting Officer Representative (COR)**, in writing, when the material will be inspected and/or tested. A minimum of **20** working days is required to arrange such a visit.

**(End of Text)**

# Section F - Deliveries or Performance

## **F-211-H021 DELIVERY OR PERFORMANCE (NAVSEA) (MAR 2019)**

For proposal purposes the estimated date of task order award is 18 September 2022. The government reserves the right to award sooner or later if necessary. The start and end dates below will be updated accordingly upon task order award.

**(End of Text)**

## **F-247-H001 DELIVERY OF DATA (NAVSEA) (OCT 2018)**

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

**(End of Text)**

### **The Period of Performance of the following Firm items are as follows:**

2000 AA	09/18/2022 - 09/17/2023
2000 AB	09/18/2022 - 09/17/2023
2000 AC	09/18/2022 - 09/17/2023
2000 AD	09/18/2022 - 09/17/2023
2000 AE	09/18/2022 - 09/17/2023
2000 AF	09/18/2022 - 09/17/2023
2000 AG	09/18/2022 - 09/17/2023
2000 AH	09/18/2022 - 09/17/2023
2000 AJ	09/18/2022 - 09/17/2023
2000 AK	09/18/2022 - 09/17/2023
2000 AL	09/18/2022 - 09/17/2023
2000 AM	09/18/2022 - 09/17/2023
2000 AN	09/18/2022 - 09/17/2023
2000 AP	09/21/2022 - 09/20/2023
2000 AQ	09/18/2022 - 09/17/2023
2000 AR	09/18/2022 - 09/17/2023
2000 AS	09/18/2022 - 09/17/2023
2000 AT	09/18/2022 - 09/17/2023
2000 AU	09/18/2022 - 09/17/2023
2000 AV	09/18/2022 - 09/17/2023
2000 AW	09/18/2022 - 09/17/2023
2000 AX	09/18/2022 - 09/17/2023
2000 AY	09/18/2022 - 09/17/2023
2000 AZ	09/18/2022 - 09/17/2023

2000 BA	09/18/2022 - 09/17/2023
2000 BB	09/18/2022 - 09/17/2023
2000 BC	09/18/2022 - 09/17/2023
2000 BD	09/18/2022 - 09/17/2023
2000 BE	09/19/2022 - 09/18/2023
2000 BF	09/19/2022 - 09/18/2023
2000 BG	09/18/2022 - 09/17/2023
2000 BH	09/18/2022 - 09/17/2023
2000 BJ	09/18/2022 - 09/17/2023
2000 BK	09/18/2022 - 09/17/2023
2000 BL	09/18/2022 - 09/17/2023
2000 BM	09/18/2022 - 09/17/2023
2100 AA	09/18/2023 - 09/17/2024
2100 AB	09/18/2023 - 09/17/2024
2100 AC	09/18/2023 - 09/17/2024
2100 AD	09/18/2023 - 09/17/2024
2100 AE	09/18/2023 - 09/17/2024
2100 AF	09/18/2023 - 09/17/2024
2100 AG	09/18/2023 - 09/17/2024
2100 AH	09/18/2023 - 09/17/2024
2100 AJ	09/18/2023 - 09/17/2024
2100 AK	09/18/2023 - 09/17/2024
2100 AL	09/18/2023 - 09/17/2024
2100 AM	09/18/2023 - 09/17/2024
3000 AA	09/18/2022 - 09/17/2023
3000 AB	09/18/2022 - 09/17/2023
3002 AA	09/18/2022 - 09/17/2023
3002 AB	09/18/2022 - 09/17/2023
3002 AC	09/18/2022 - 09/17/2023
3002 AD	09/18/2022 - 09/17/2023
3002 AE	09/18/2022 - 09/17/2023
3100 AA	09/18/2023 - 09/17/2024
3102 AA	09/18/2023 - 09/17/2024

**The Period of Performance of the following Option items are as follows:**

2200 AA	09/18/2024 - 09/17/2025
3200 AA	09/18/2024 - 09/17/2025
3202 AA	09/18/2024 - 09/17/2025
6000 AA	09/18/2025 - 09/17/2026
6100 AA	09/18/2026 - 09/17/2027
7000 AA	09/18/2025 - 09/17/2026

7002 AA	09/18/2025 - 09/17/2026
7100 AA	09/18/2026 - 09/17/2027
7102 AA	09/18/2026 - 09/17/2027

## Section G - Contract Administration Data

### G-216-H001 FIXED FEE WITHHOLD--FAR 52.216-8 CLARIFICATION (NAVSEA) (OCT 2018)

The Government will withhold 15% of each fixed fee payment starting with the first invoice submitted until a total of \$100,000 of fixed fee has been withheld. Withheld amounts will be released in accordance with FAR 52.216-8, Fixed Fee.

**(End of Text)**

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

(a) *Definitions.* As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

#### **COST VOUCHER**

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

(ii) For fixed price line items— N/A

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

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

- (iii) For customary progress payments based on costs incurred, submit a progress payment request.
- (iv) For performance based payments, submit a performance based payment request.
- (v) For commercial item financing, submit a commercial item financing request.

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N61331
Admin DoDAAC**	S0107A
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	S0107A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA815
Other DoDAAC(s)	N/A

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

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

(g) *WAWF point of contact*.

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

**Send additional notifications to:**

Contract Specialist: [samuel.f.kuntz2.civ@us.navy.mil](mailto:samuel.f.kuntz2.civ@us.navy.mil)

COR: [christopher.d.rodeheffer.mil@us.navy.mil](mailto:christopher.d.rodeheffer.mil@us.navy.mil)

**For invoicing questions:**

Jessica Johnson @ [jessica.m.johnson1.civ@us.navy.mil](mailto:jessica.m.johnson1.civ@us.navy.mil)

Janet Stone @ [janet.l.stone14.civ@us.navy.mil](mailto:janet.l.stone14.civ@us.navy.mil)

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

**(End of clause)**

**G-232-H001 ALLOTMENT OF FUNDS--BASIC (NAVSEA) (OCT 2018)**

(a) This contract is incrementally funded with respect to both cost and fee. The table below sets out:

- (1) The CLINs/SLINs covered by the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22);
- (2) The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs;
- (3) The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "Fixed Fee" (FAR 52.216-8) or "Incentive Fee" (FAR 52.216-10); and;
- (4) The period of performance for which it is estimated the allotted amount(s) will cover:

**CPFF/CPIF/Cost Only**

<b>ITEM</b>	<b>ALLOTED TO COST</b>	<b>ALLOTED TO FEE</b>	<b>EST. POP THROUGH</b>
2000			09/17/2023
2100			
3000			
3002			
3002			

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) Performance under CLINs/SLINs which are fully funded is subject to the clause of this contract entitled "Limitation of Cost" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

**(End of Text)**

**G-232-H002 PAYMENT INSTRUCTIONS AND CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (NAVSEA) (JUN 2018)**

(a) The following table of payment office allocation methods applies to the extent indicated.

<b>For Government Use Only</b>					
<b>Contract/Order Payment Clause</b>	<b>Type of Payment Request</b>	<b>Supply</b>	<b>Service</b>	<b>Construction</b>	<b>Payment Office Allocation Method</b>

<p>52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items</p> <p>52.216-7, Allowable Cost and Payment</p> <p>52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts</p>	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
<p>52.232-1, Payments;</p> <p>52.232-2, Payments under Fixed-Price Research and Development Contracts;</p> <p>52.232-3, Payments under Personal Services Contracts;</p> <p>52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and</p> <p>52.232-6, Payments under Communication Service Contracts with Common Carriers</p>	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than

Construction Contracts					one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the “contract price” shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items;  52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.

\*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).

(b) This entire contract is **Cost Reimbursement**.

**(End of text)**

#### **G-232-H005 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (JAN 2019)**

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the sub line item number (SLIN) or CLIN level, rather than at the total contract/TO level, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by technical instruction (TI), SLIN, or CLIN level. For other than firm fixed price subcontracts, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and COR; or other method as agreed to by the Contracting Officer.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and Contracting Officer on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and Contracting Officer email notification as required herein.

**(End of Text)**

#### **G-242-H001 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES (NAVSEA) (OCT 2018)**

(a) The Government reserves the right to administratively substitute any of the points of contact listed below at any time.

(b) The contracting officer is the only person authorized to change this contract or orders issued thereunder. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. If, in the opinion of the contractor, an effort outside the existing scope of this contract is requested, the contractor shall promptly comply with the Notification of Changes clause of this contract.

(c) The points of contact are as follows:

(i) The Procuring Contracting Officer (PCO) is:

Joan R. Troutman  
110 Vernon Ave  
Panama City, FL 32407-7001  
(850) 890-5288  
[joan.r.troutman.civ@us.navy.mil](mailto:joan.r.troutman.civ@us.navy.mil)

(ii) The Contract Specialist is:

Samuel Kuntz  
110 Vernon Ave  
Panama City, FL 32407-7001  
(850) 896-5723  
[sameul.f.kuntz2.civ@us.navy.mil](mailto:sameul.f.kuntz2.civ@us.navy.mil)

(iii) The Administrative Contracting Officer (ACO) is:

DCMA Huntsville, S0107A

dcma.lee.hq.list.S0107A-casd@mail.mil

1040 RESEARCH BLVD SUITE 100

MADISON AL 35758-2040

(d) The Contracting Officer's Representative (COR) is the contracting officer's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter, which provides a delineation of COR authority and responsibilities, will be provided upon award of this contract.

The Contracting Officer's Representative (COR) is:

LCDR Christopher Rodeheffer, NEDU

christopher.d.rodeheffer.mil@us.navy.mil

(e) The Alternate Contracting Officer's Representative (ACOR) is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the contracting officer; a copy of the ACOR appointment will be provided upon award of this contract.

The Alternate Contracting Officer's Representative (ACOR) is: N/A

(f) The Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

The Ombudsman is:  
Gerald Sorrell

110 Vernon Ave

Panama City, FL 32407-7001

[Gerald.Sorrell@navy.mil](mailto:Gerald.Sorrell@navy.mil)

**(End of Text)**

#### **G-242-H002 HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) (OCT 2018)**

(a) The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by NSWC PCD. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor's expense with no cost or liability to the U.S. Government.

(b) The federal Government observes the following holidays:

HOLIDAYS\*

New Year's Day

Martin Luther King's Birthday

Presidential Inauguration Day (Washington DC metro area only)

President's Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

\* Except for the Presidential Inauguration Day, if the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

The actual date of observance for each of the above holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link: <https://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays/#url>.

(c) Delayed Opening, Early Dismissal and Closure of Government Facilities. When a Government facility has a delayed opening, is closed or Federal employees are dismissed early (due to severe weather, security threat, security exercise, or a facility related problem) that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for such time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal, delayed opening, or during periods of inclement weather, onsite contractors should monitor the OPM website as well as radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

(d) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors shall continue working established work hours or take leave in accordance with parent company policy. Those contractor employees who take leave shall not direct charge the non-working hours to the contract. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and the company's established policy and procedures. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy and procedures.

(e) All deliveries to the Receiving Officer, **Building 100** shall be made Monday through Friday from **8:00 a.m. to 4:00 p.m.** local time. No deliveries will be accepted on federal government holidays.

**(End of Text)**

**G-242-W001 CONTRACT ADMINISTRATION FUNCTIONS (NAVSEA) (OCT 2018)**

(a) In accordance with FAR 42.302(a) all functions listed are delegated to the ACO except the following items to be retained by the PCO: (3-4), (16), (23), (29), (38-43), (51), (63-64), and (67)

(b) In accordance with FAR 42.302(b), the following additional functions are delegated to the ACO: (4), (6), and (9-10).

**(End of Text)**

**Accounting Data**

---

<b>CLIN/SLIN</b>	<b>PR Number</b>	<b>Amount</b>
------------------	------------------	---------------

N6133122F3009		
---------------	--	--

## Accounting Data







## Accounting Data











## Section H - Special Contract Requirements

### H-209-H004, ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (DEC 2018)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government:

(1) any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(e) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (g) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(f) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the

authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(g) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(h) Notwithstanding paragraph (g) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(i) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(j) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(k) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(l) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(m) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(n) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

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

**(End of Text)**

#### **H-216-H002 LEVEL OF EFFORT--ALTERNATE I (NAVSEA) (OCT 2018)**

(a) The total level of effort for the performance of this contract is specified in Section B and includes prime and subcontractor direct labor (for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort).

(b) Of the total man-hours of direct labor set forth in Section B, it is estimated that 0 man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified in Section B shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel to and from an employee's usual work location, uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately **(541)** hours per week. It is understood and agreed that the rate of man-hours per week may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraphs.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified in Section B would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required; the probable benefits which would result; an offer to undertake the acceleration at no increase in the estimated cost or fee; and an offer for the additional man-hours to cover the remainder of the term to include a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term. The offer shall acknowledge that the additional man-hours proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of a signed contract modification by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in Section B would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, determined adequate by the Administrative Contracting Officer, which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the Defense Contract Audit Agency office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period that separately identifies compensated and uncompensated hours; (2) a breakdown of this compensated total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Additionally, in the case of a cost underrun the Contractor shall submit the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional “main office” worksite. An alternative worksite means an employee’s residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee’s main office. The Government reserves the right to review the Contractor’s alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor’s election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the Limitation of Funds or Limitation of Cost clauses, as applicable, the period of performance may be extended at the discretion of the Contracting Officer, and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in Section B. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

**(End of Text)**

#### **H-246-H001 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (DEC 2020)**

(a) Definitions:

(1) Test, Measurement, and Diagnostic Equipment (TMDE). Includes all devices used to measure, calibrate, gage, test, inspect, diagnose, or otherwise examine materials, supplies, and equipment to quantitatively or qualitatively determine compliance with specifications and tolerances, engineering drawings, technical orders, technical manuals, or use requirements and instructions.

(2) Calibration Standard. A measuring instrument or artifact used as a reference to establish and maintain the accuracy of other measuring instruments or artifacts. Calibration standards may be used to calibrate other standards of lesser accuracy or to calibrate test and measurement equipment directly.

(3) Calibration. The comparison of a measurement system or device of unverified accuracy with a measurement system of known and greater accuracy to detect deviation of the unverified measurement system from required performance specifications (of the unverified measurement system or device) and to quantify all measured values to applicable units of the international system of units.

(4) Calibration Service Providers. Commercial calibration activities and other government agencies that provide calibration services to the Navy and Marine Corps as a major line of business.

(5) Commercial Service Providers. Suppliers of Navy test, measurement, and diagnostic equipment, including original equipment manufacturers, who may calibrate their own products but are not engaged in calibration as a major line of business, and other commercial laboratories that provide low volume, model specific, or unique parameter calibration services.

(6) Measurement Traceability. The property of a measurement result that can be related to a national or international measurement standard through a documented, unbroken chain of calibrations, each with a stated measurement uncertainty. Individual measurement results must be traced through an unbroken chain of calibrations to accepted references, such as: U.S. national standards such as, the U.S. Naval Observatory, ratio and consensus standards, natural physical constants, or the national standards of other countries correlated with U.S. national standards as held or directed by National Institute of Standards and Technology and Department of Defense (DoD) approved sources.

- (7) The End of Period Measurement Reliability. The probability that all the applicable measurement quantities of a test, measurement, and diagnostic equipment are within tolerance at the end of the calibration interval assigned to the given test, measurement, and diagnostic equipment.
- (8) Calibration Interval. The periodicity between calibrations that is assigned to achieve Navy end of period measurement reliability objectives for test, measurement, and diagnostic equipment.
- (9) The Probability of False Acceptance. The probability that a test used to verify that a measurement quantity is within specified tolerances results in an incorrect acceptance decision.
- (10) The Probability of False Rejection. The probability that a test used to verify that a measurement quantity is within specified tolerances results in an incorrect rejection decision.
- (11) The Test Uncertainty Ratio (TUR). The ratio of the difference between the upper and lower tolerance limits for a measurement quantity subject to calibration, to the difference between the upper and lower 95 percent uncertainty limits for the measurement process used for calibration.
- (b) Test, measurement, and diagnostic equipment and automatic test systems are used to monitor and test systems, equipment, devices, and the environmental conditions under which these systems and personnel operate. The accuracy of Navy and Contractor test, measurement, and diagnostic equipment and automatic test systems used for quantitative and qualitative measurements are ensured through measurement traceability. The Contractor is required to ensure that all test, measurement and diagnostic equipment used for quantitative or qualitative measurements is maintained and calibrated in accordance with U.S. national standards ANSI/NCSL Z540.3 Requirements for the Calibration of Measuring and Test Equipment, dated 3 Aug 2006 or ISO/IEC 17025 General Requirements for the Competence of Testing and Calibration Laboratories (3rd Edition), dated 29 Nov 2017.
- (c) Calibration certification to Navy standard NAVSEA 04-4734B, Navy and Marine Corps Calibration Laboratory Audit/Certification Manual, 1 Dec 2006, is acceptable in place of NCSL Z540.3 and ISO/IEC 17025:2017 accreditations. ANSI/NCSL Z540.3 and ISO/IEC 17025:2017 accreditations must be performed by an U.S. headquartered accreditation body that is a signatory of the Navy Calibration Cooperative Agreement. Calibration accreditation must include the parameters required to execute the calibration at appropriate ranges and tolerances. A calibration certificate meeting the requirements of ISO/IEC 17025:2017 or ANSI/NCSL Z540.3 must be provided with the returned calibrated unit. The calibration certificate must be evaluated to confirm that the calibration was performed within the laboratory's accreditation scope. For activities certificated to NAVSEA 04-4734B, calibrations must be evaluated to confirm that the calibration was performed within the laboratory's NAVSEA certification, and calibration event records shall be provided to the Government upon request. Calibration intervals that deviate from NAVSEA OD 45845, Metrology Requirements List (METRL), shall reflect TMDE end of period reliability greater than 85%. TMDE reliability data shall be provided upon request. TURs shall be greater than 4:1 or ensure a probability of false acceptance of 2% or less and a probability of false rejections of 15% or less. Calibration procedures and methods used by the contractor shall be provided to the Government upon request.
- (d) All calibrations supporting this contract shall meet the requirements of OPNAVINST 3960.16. If the Contractor subcontracts or outsources the initial or reoccurring calibration of test, measurement, and diagnostic equipment, the respective calibration laboratory must also meet the requirements of paragraphs (b) and (c).
- (e) Calibration service providers and commercial service providers, and all of their employees, who supply or calibrate Navy test, measurement, and diagnostic equipment, shall be certified or accredited to the requirements of the NAVSEA manual or the ISO or ANSI specifications cited in paragraphs (b) and (c). **(End of Text)**

# Section I - Contract Clauses

**All terms and conditions, including clauses, in the NAVSEA Seaport NxG basic contract award are hereby expressly incorporated into this task order request for proposal and resulting task order.**

## **CLAUSES INCORPORATED BY REFERENCE**

52.216-8 Fixed Fee (June 2011)

52.219-27 Notice of Service Disabled Veteran Owned Small Business Set-Aside (SEP 2021)

52.222-41 Service Contract Labor Standards

52.222-62 Paid Sick Leave Under Executive Order 13706

52.227-11 Patent Rights -- Ownership by the Contractor (May 2014)

52.227-13 Patent Rights -- Ownership by the Government (Dec 2007)

252.227-7038 Patent Rights—Ownership by the Contractor (Large Business)(June 2012)

52.232-20 Limitation of Cost (Apr 1984)

52.232-22 Limitation of Funds (Apr 1984)

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (Oct 2016)

252.204-7009 Limitations on the Use or Disclosure of Third- Party Contractor Reported Cyber Incident Information (Oct 2016)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2019)

252.204-7020 NIST SP 800-171 DoD Assessment Requirements (Nov 2020)

252.204-7023 Reporting Requirements for Contracted Services—BASIC (JUL 2021)

252.235-7004 Protection of Human Subjects (JUL 2009)

## **52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)**

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

**Backhaul** means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

**Covered foreign country** means The People's Republic of China.

**Covered telecommunications equipment or services** means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced

by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**Critical technology** means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

**Interconnection arrangements** means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

**Reasonable inquiry** means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

**Roaming** means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

**Substantial or essential component** means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or

renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

#### **52.217-9 VAR I OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION I) (OCT 2018)**

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists, the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

Item(s)			Latest Option Exercise Date
CLIN	Period	Description	
2100	Option 1	Labor	No later than 12 months after task order award effective date
3100	Option 1	ODC - Materials	No later than 12 months after task order award effective date
3102	Option 1	ODC - Travel	No later than 12 months after task order award effective date

2200	Option 2	Labor	No later than 24 months after task order award effective date
3200	Option 2	ODC - Materials	No later than 24 months after task order award effective date
3202	Option 2	ODC - Travel	No later than 24 months after task order award effective date
6000	Option 3	Labor	No later than 36 months after task order award effective date
7000	Option 3	ODC - Materials	No later than 36 months after task order award effective date
7002	Option 3	ODC - Travel	No later than 36 months after task order award effective date
6100	Option 4	Labor	No later than 48 months after task order award effective date
7100	Option 4	ODC - Materials	No later than 48 months after task order award effective date
7102	Option 4	ODC - Travel	No later than 48 months after task order award effective date

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "Level of Effort – Alternate I", if the total manhours delineated in paragraph (a) of the Level of Effort requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

**(End of Clause)**

#### **52.219-14 LIMITATIONS ON SUBCONTRACTING (Sep 2021)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in [19.000\(a\)\(3\)](#);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in [19.000\(a\)\(3\)](#);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts [19.8](#), [19.13](#), [19.14](#), and [19.15](#);

(4) Orders expected to exceed the simplified acquisition threshold and that are —

(i) Set aside for small business concerns under multiple-award contracts, as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in [19.504\(c\)\(1\)\(ii\)](#);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts [19.8](#), [19.13](#), [19.14](#), or [19.15](#) under multiple-award contracts, as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#); or

(ii) Issued directly to concerns that qualify for the programs described in subparts [19.8](#), [19.13](#), [19.14](#), or [19.15](#) under multiple-award contracts, as described in [19.504\(c\)\(1\)\(ii\)](#); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded;

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

**(End of clause)**

#### **52.222-2 PAYMENT OF OVERTIME PREMIUMS (Jul 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\* Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

**(End of Clause)**

## **52.244-2 SUBCONTRACTS (Jun 2020)**

(a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

CONTRACTS WITH ANY FIRM NOT INCLUDED WITH THE BASIC CONTRACT PROPOSAL. THE TASK ORDER CONTRACTING OFFICER'S APPROVAL IS REQUIRED TO ADD TEAM MEMBERS TO THE TASK ORDER AFTER AWARD. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION REQUIRED FOR APPROVAL.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: **DMR CONSULTING, INC.**

**(End of Clause)**

# **Section J - List of Attachments**