

<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>P00004</b>	3. EFFECTIVE DATE <b>08/22/2023</b>	4. REQUISITION/PURCHASE REQUISITION NUMBER <b>1301082291</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/N6133123F3003</b>	
				10B. DATED (SEE ITEM 13) <b>06/20/2023</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>52.232-22 Limitation of Funds, 43.103(b) Administrative changes</b>

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ 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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Leslie O'Brien , Contracting Officer</b>		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <b>/s/Leslie O'Brien</b> (Signature of Contracting Officer)	16C. DATE SIGNED <b>08/22/2023</b>

Previous edition unusable

# General Information

The purpose of this modification is to:

1. Add incremental funding in the amount of \$0.00
2. The total amount of funds obligated to the task order is hereby increased 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>
2000AG	RDT&E	\$0.00		
2000AH	O&M,N	\$0.00		

3. Section G, Contract Administration Data, is updated for the following:

Contract Specialist:

Leslie O'Brien

110 Vernon Avenue

Panama City, FL 32407

Phone: (850) 896-6938

leslie.j.obrien4.civ@us.navy.mil

4. The Task Order Contract Line Items (CLIN) funding is identified in Section G NAVSEA Clause G-232-H001 "Allotment of Funds".

5. Except as provided by this modification, all other terms, conditions and level of effort remain unchanged and in full force and effect. A conformed copy of this Task Order is attached to this modification for informational

purposes only.

ORDER FOR SUPPLIES OR SERVICES											PAGE 1 OF 62							
1. CONTRACT/PURCH ORDER/AGREEMENT NO. N0017819D7246			2. DELIVERY ORDER/CALL NO. N6133123F3003			3. DATE OF ORDER/CALL (YYYYMMDD) 2023AUG22		4. REQUISITION/PURCH REQUEST NO. 1301082291		5. PRIORITY DO-C9								
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City, FL 32407-7001					CODE	N61331		7. ADMINISTERED BY (If other than 6) DCMA HUNTSVILLE 1040 Research Blvd Ste 100 Madison, AL 35758-2040			CODE	S0107A	8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)					
9. CONTRACTOR NAME AND ADDRESS Bevilacqua Research Corporation (BRC) 4901-B Corporate Drive NW Huntsville, AL 35805-6219					CODE	0U9B6		FACILITY	806849303		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE			11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED				
12. DISCOUNT TERMS Net 30 Days WAWF											13. MAIL INVOICES TO THE ADDRESS IN BLOCK SEE SECTION G							
14. SHIP TO SEE SECTION F					CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center,South Entitlement Operations P.O. Box 182264 Columbus, OH 43218-2264					CODE	HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.				
16. TYPE OF ORDER DELIVERY/ CALL <input checked="" type="checkbox"/> This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. PURCHASE <input type="checkbox"/> 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) NAME OF CONTRACTOR											Steven McClain SIGNATURE				TYPED NAME AND TITLE		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 SEE SCHEDULE																		
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES							20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE		23. AMOUNT						
	SEE SCHEDULE																	
*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 /s/ Leslie O'Brien BY:					25. TOTAL							
						08/22/2023 CONTRACTING/ORDERING OFFICER					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							
a. DATE (YYYYMMDD)			b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.							
37. RECEIVED AT		38. RECEIVED BY (Print)			39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		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). The contractor shall provide non-personal services support in accordance with Section C Performance Work Statement (PWS), Section J Attachments and all other Terms and Conditions.					
2000AA	R425	LABOR (BASE YEAR). UNFUNDED CEILING. (Fund Type - TBD)					
2000AB	R425	Incremental Funding in the amount of \$0.00. PR #1301063203 CLIN 2000, 10 USC 3133 is hereby invoked. (O&M,N)	196.00				
2000AC	R425	Incremental Funding in the amount of \$0.00 PR# 1301085708, 10 USC 3133 Authority is being invoked FY23 UMCM, TI00002 (O&M,N)	685.00				
2000AD	R425	Incremental Funding in the amount of \$0.00. PR#1301085709. 10 USC 3133 Authority is being invoked FY23 UMCM, TI00002 (O&M,N)	489.00				
2000AE	R425	Incremental Funding in the amount of \$0.00. PR#1301085768 10 USC 3133 Authority is being invoked FY23 UMCM, TI00002 (O&M,N)	929.00				
2000AF	R425	Incremental Funding in the amount of \$0.00 PR#1301082291. TI:TI00001, 10 USC 3133 Authority is being invoked, TI00001 (O&M,N)	978.00				
2000AG	R425	Incremental Funding TI 0001 R01 10 USC 3133 AUTHORITY IS BEING INVOKED (RDT&E)	27.00				
2000AH	R425	Incremental Funding TI 0001 R01 10 USC 3133 AUTHORITY IS BEING INVOKED (O&M,N)	489.00				
2100		LABOR (OPTION YEAR 1). The contractor shall provide non-personal services support in accordance with Section C PWS, Section J Attachments and all other Terms and Conditions.					
2100AA	R425	LABOR (OPTION YEAR 1). UNFUNDED CEILING. (Fund Type - TBD) Option					
2200		LABOR (OPTION YEAR 2). The contractor shall provide non-personal services support in accordance with Section C PWS, Section J Attachments and all other Terms and Conditions.					
2200AA	R425	LABOR (OPTION YEAR 2). UNFUNDED CEILING. (Fund Type - TBD)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
2300		LABOR (OPTION YEAR 3). The contractor shall provide non-personal services support in accordance with Section C PWS, Section J Attachments and all other Terms and Conditions.					
2300AA	R425	LABOR (OPTION YEAR 3). UNFUNDED CEILING. (Fund Type - TBD) Option					
2400		LABOR (OPTION YEAR 4). The contractor shall provide non-personal services support in accordance with Section C PWS, Section J Attachments and all other Terms and Conditions.					
2400AA	R425	LABOR (OPTION YEAR 4). UNFUNDED CEILING. (Fund Type - TBD) Option					

## Cost Only Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
3000		MATERIAL ODC (BASE YEAR). Not to exceed Other Direct Costs (ODC) for Material. Material ODCs are non-fee bearing.			
3000AA	R425	MATERIAL ODC (BASE YEAR). UNFUNDED CEILING. (Fund Type - TBD)	1.00	Lot	
3000AB	R425	Incremental Funding in the amount of \$0.00. PR# 1301085708 10 USC 3133 Authority is being invoked FY23 UCM, TI00002 (O&M,N)	1.00	Lot	
3001		TRAVEL ODC (BASE YEAR). Not to exceed ODC for Travel. Travel ODCs are non-fee bearing.			
3001AA	R425	TRAVEL ODC (BASE YEAR). UNFUNDED CEILING. (Fund Type - TBD)	1.00	Lot	
3001AB	R425	Incremental Funding in the amount of \$0.00. PR#1301085708 10 USC 3133 Authority is being invoked FY23 UCM. TI00002 (O&M,N)	1.00	Lot	
3100		MATERIAL ODC (OPTION YEAR 1). Not to exceed ODC for Material. Material ODCs are non-fee bearing.			
3100AA	R425	MATERIAL ODC (OPTION YEAR 1). UNFUNDED CEILING. (Fund Type - TBD) Option	1.00	Lot	
3101		TRAVEL ODC (OPTION YEAR 1). Not to exceed ODC for Travel. Travel ODCs are non-fee bearing.			
3101AA	R425	TRAVEL ODC (OPTION YEAR 1). UNFUNDED CEILING. (Fund Type - TBD)	1.00	Lot	

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
3200		MATERIAL ODC (OPTION YEAR 2). Not to exceed ODC for Material. Material ODCs are non-fee bearing.			
3200AA	R425	MATERIAL ODC (OPTION YEAR 2). UNFUNDED CEILING. (Fund Type - TBD) Option	1.00	Lot	
3201		TRAVEL ODC (OPTION YEAR 2). Not to exceed ODC for Travel. Travel ODCs are non-fee bearing.			
3201AA	R425	TRAVEL ODC (OPTION YEAR 2). UNFUNDED CEILING. (Fund Type - TBD) Option	1.00	Lot	
3300		MATERIAL ODC (OPTION YEAR 3). Not to exceed ODC for Material. Material ODCs are non-fee bearing.			
3300AA	R425	MATERIAL ODC (OPTION YEAR 3). UNFUNDED CEILING. (Fund Type - TBD) Option	1.00	Lot	
3301		TRAVEL ODC (OPTION YEAR 3). Not to exceed ODC for Travel. Travel ODCs are non-fee bearing.			
3301AA	R425	TRAVEL ODC (OPTION YEAR 3). UNFUNDED CEILING. (Fund Type - TBD) Option	1.00	Lot	
3400		MATERIAL ODC (OPTION YEAR 4). Not to exceed ODC for Material. Material ODCs are non-fee bearing.			
3400AA	R425	MATERIAL ODC (OPTION YEAR 4). UNFUNDED CEILING. (Fund Type - TBD) Option	1.00	Lot	
3401		TRAVEL ODC (OPTION YEAR 4). Not to exceed ODC for Travel. Travel ODCs are non-fee bearing.			
3401AA	R425	TRAVEL ODC (OPTION YEAR 4). UNFUNDED CEILING. (Fund Type - TBD) Option	1.00	Lot	

Cost Type / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000		DATA (BASE YEAR). Contract Data Requirements List in accordance with DD Form 1423.	1.00	Lot		NSP	
4001		DATA (OPTION YEAR 1) Contract Data Requirements List in accordance with DD Form 1423.	1.00	Lot		NSP	
4002		DATA (OPTION YEAR 2) Contract Data Requirements List in accordance with DD Form	1.00	Lot		NSP	

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
	1423.						
4003		DATA (OPTION YEAR 3) Contract Data Requirements List in accordance with DD Form 1423.	1.00	Lot		NSP	
4004		DATA (OPTION YEAR 4) Contract Data Requirements List in accordance with DD Form 1423.	1.00	Lot		NSP	

**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
- (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 **6%**. 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
2000	38,325			
2100	38,325			
2200	38,325			

2300	38,325		
2400	38,325		

\*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.

**(End of Text)**

**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.

**(End of Text)**



<b>Hours</b>	<b>Cost(s)</b>	<b>Fee(s)</b>
38,325		
38,325		
38,325		
38,325		
38,325		

# Section C - Description/Specifications/Statement of Work

## PERFORMANCE WORK STATEMENT FOR

### MISSION DEPLOYED SYSTEMS AND SPECIAL PROGRAMS ENGINEERING AND FLEET SUPPORT

#### 1.0 SCOPE

The Naval Surface Warfare Center Panama City Division (NSWC PCD) Science & Technology Department has a requirement to support various Mission Deployed Systems and Special Programs. These programs support the Naval Sea Systems Command (NAVSEA), the Office of Naval Research, the United States Special Operations Command, Naval Special Warfare Groups, the Intelligence Community, and other Department of Defense (DoD) activities. This Performance Work Statement (PWS) identifies Contractor requirements to provide programmatic, engineering, logistics and technical support for unique, highly specialized special operations systems.; payloads and payload delivery capabilities for special operations and intelligence related unmanned vehicles; remote sensors including acoustic, radio frequency, electro optic, seismic, magnetic, pressure and chemical/biological; shipboard systems such as LION HUNTER; Special Operations Forces (SOF) mission equipment; and Intelligence, Surveillance and Reconnaissance (ISR) payloads or collection systems.

#### 1.1 Acronym List

The following acronyms are used in this PWS:

A&E	Ammunition and Explosive
ACA	Associate Contractor Agreement
AEL	Allowance Equipment List
AIM	Authoring Instructional Material
APL	Allowance Parts List
AQL	Acceptable Quality Level
AUWS	Advanced Undersea Weapons System
C4ISR	Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance
CAC	Common Access Card
CDB	Corporate Database
CDRL	Contract Data Requirements List
CM	Configuration Management
COMSUBDEVRON	Commander Submarine Development Squadron
COR	Contracting Officers Representative
CPI	Critical Program Information
CSWF	Cybersecurity Workforce
CUI	Controlled Unclassified Information
DFARS	Defense Federal Acquisition Supplement
DoD	Department of Defense
DON	Department of the Navy
ECP	Engineering Change Proposal
eCRAFT	Electronic Cost Reporting and Financial Tracking
ERP	Enterprise Resource Planning
FAR	Federal Acquisition Regulation
FOIA	Freedom of Information Act
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFM	Government Furnished Material
GFP	Government Furnished Property
ICAPS	Interactive Computer-Aided Provisioning System
ILS	Integrated Logistics Support
ISR	Intelligence, Surveillance and Reconnaissance
IT	Information Technology
JWICS	Joint Worldwide Intelligence Communications System
MIP	Maintenance Index Page
MRC	Maintenance Requirements Card
NATO	North Atlantic Treaty Organization
NAVSEA	Naval Sea Systems Command
NDA	Non-Disclosure Agreement
NERP	Navy Enterprise Resource Planning

NMCI	Navy and Marine Corps Intranet
NSWC PCD	Naval Surface Warfare Center Panama City Division
OCONUS	Outside the Continental United States
ODC	Other Direct Cost
OEM	Original Equipment Manufacturer
OPSEC	Operations Security
PCO	Procuring Contracting Officer
PII	Personally Identifiable Information
PMS	Planned Maintenance System
POC	Point of Contact
PPE	Personal Protective Equipment
PTD	Provisioning Technical Documentation
PWS	Performance Work Statement
QAPP	Quality Assurance Program Plan
QMS	Quality Management System
RCM	Reliability Centered Maintenance
SAAR-N	Systems Authorization Access Request Navy
SAP	Special Access Program
SIPRNET	Secret Internet Protocol Router Network
SOF	Special Operations Forces
T&E	Test and Evaluation
TI	Technical Instruction
TRR	Test Readiness Review
TS/SCI	Top Secret, Sensitive Compartmented Information
TSRC	Test Safety Review Committee
TWMS	Total Workforce Management Services
U.S.	United States
VTC	Video Teleconferencing

## 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 of conflict between the documents referenced and the contents of this PWS, the PWS shall take precedence. Second tier and lower references, (i.e., those referenced in the primary references) shall be used for guidance only.

### 2.1 Military Standards

- (a) MIL-STD-38784B General Style and Format Requirements for Technical Manuals, dated 16 Nov 2020
- (b) MIL-STD-31000B Technical Data Packages, dated 31 Oct 2018
- (c) MIL-STD-3034A Notice 1 Reliability-Centered Maintenance (RCM) Process, dated 15 Apr 2019

### 2.2 Military Specifications

- (a) MIL-PRF-85337B Notice 2 Manuals, Technical: Quality Assurance Program; Requirements for, dated 21 Oct 2021

### 2.3 Other Documents

- (a) MIL-HDBK-29612/2A Notice 4 Instructional Systems Development/Systems Approach to Training and Education (Part 2 of 5 Parts), dated 31 Dec 2020
- (b) MIL-HDBK-61B Configuration Management Guidance dated 07 Apr 2020
- (c) MIL-HDBK-217F Reliability Prediction of Electronic Equipment, dated 28 Feb 1995
- (d) MIL-HDBK-781A Reliability Test Methods, Plans, and Environments for Engineering Development, Qualification, and Production dated 30 Jan 2015
- (e) SAE- EIA-IS-632 System Engineering dated 01 Jul 2015
- (f) SAE-EIA-649C Configuration Management Standard dated 07 Feb 2019
- (g) ISO 9001:2015 Quality Management System dated September 2015

**NOTE:** Military Specifications, Standards, and Handbooks are available from: <https://assist.dla.mil/online/start/>.

### 3.0 REQUIREMENTS

(a) The Contractor shall assume responsibility for this task order within 45 calendar days after award to include assuming responsibility for any Government Furnished Property (GFP) and hiring personnel. Within ten days of the effective start date of the task order, 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 A001).

(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 is responsible for ensuring all new employees are fully trained to meet position requirements. The Government cannot provide training that must be taken in-seat. (i.e. Fall Protection training, Security +, NAVSEA Connector training, soldering in accordance industry and NAVSEA standards, etc.). 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 within 30 days after award: 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 within 30 days after award 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) Company meetings for employees held on Government working time are limited to a maximum of four (4) per year with a maximum duration of two (2) hours.

(f) This requirement shall be **partially** performed at the Governments facility located at:

NSWC PCD, 110 Vernon Avenue, Panama City, FL 32407-7001.

The Government will provide space for up to 3 Contractor personnel in office or laboratory working spaces each with a phone and Navy and Marine Corps Intranet (NMCI) computer with network connection (these computers and phones shall remain in the custody of the Government). 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.

(g) Task Order 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 SOW.
  - 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 A001).

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

- (1) The Contractor may be required to operate mobile equipment such as Government owned pickup trucks, forklifts, small gasoline or electric driven vehicles (i.e., carts). All operators shall be licensed in accordance with State of Florida law prior to operating these vehicles. The Contractor shall provide its personnel with the necessary training and licensing for forklift operators.
- (2) 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.
- (3) The Contractor shall mark all Government Furnished Vehicles "Contractor operated" in approximately one and one-half inch (1 ½") lettering. The color of the marking shall be visible over the color of the vehicle and match other vehicle markings, and in close proximity to the U.S. Navy number. Contractor personnel shall not utilize cellular telephones or personal devices while operating Contractor-furnished equipment or vehicles or personal owned vehicles on Government property.

(i) During performance in the task areas defined in this PWS, the Contractor may require access to information that is proprietary to the Original Equipment Manufacturers (OEMs) or original software developers of systems, subsystems, and components some of which may or may not have already been delivered to the Government. The Contractor shall negotiate in good faith and enter into appropriate agreements (e.g., subcontracts, Associate Contractor Agreements (ACA), or Non-Disclosure Agreements (NDA)) with pertinent OEMs or software developers to gain access to such information as required to perform the tasks defined in this PWS.

(j) INERT Ammunition and Explosive (A&E) Handling Requirements

There will NOT be handling of live A&E under this task order. It is anticipated that the Contractor may be required to handle inert A&E during test and evaluation evolutions. The Contractor shall:

- Comply with all Contractor and contractual requirements of OPNAVINST 8020.14A with Change 1
- Contractors handling inert A&E shall comply with the safety requirements promulgated in DOD 4145.26-M.
- The Contractor shall report to the Government any A&E requirements that are not being met per the references as or if they occur.
- The Contractor shall ensure processes that maintain the accuracy and currency of all inert inventory and inert inventory related records, and ensure project and program compliance with the directives that determine the manner in which they are maintained and reported.
- Ensure the accuracy of all requisitions, processing transactions, disposition request, and inventory accountability of all NSWC PCD ordnance related items.
- Monitor the cleanliness and proper housekeeping of inert ordnance areas, including maintenance of safeguards and physical security.
- Ensure that tools and handling equipment are properly stored and restricted to uses specified.
- Review the procedures for Inventory and Management of Ordnance and Ordnance related Items which relate to NSWC PCD per NAVSUP P-805 Revision 5; NSWCPCDINST 8023.4F and ensure these items are traceable to an Ordnance Item Custodian and reported accurately in the requisite database under these provisions.

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 support the following task areas:

### **3.1 Task Area # 1 Program Management Support**

The Contractor shall provide support to include project planning, cost estimating, budgeting, expenditure control, personnel labor planning, program tracking, status reporting, and analyzing prospective future program requirements.

#### **3.1.1 Program Management and Documentation Support (CDRL A002)**

The Contractor shall provide input and support the development, analysis, and update processes of acquisition, transition, and Fleet support documentation. This documentation may include items such as Concept Design Documents, System Design Documents, Design Review documentation, Computer Cybersecurity plans, Material Fielding Plans, Life Cycle Cost Estimates, Quality plans, Risk management assessments, Computer Resources Life Cycle Management Plans, Level of Repair Analysis, Obsolescence and Diminishing Resources Plans, Systems Safety Plans, Temporary Alteration, Deep Submergence and Carry-On Approval Plans, and Maintenance plans.

#### **3.1.2 Financial and Scheduling Support (CDRL A003, A004)**

The Contractor shall provide support to program financial accounting and scheduling by performing downloads from both Navy Enterprise Resource Planning (NERP) system and Corporate Database (CDB) Web, as required. Historical data extracted from these financial support systems will be used by NSWC PCD to develop progress reports to Sponsors. In addition, the data will be used to support NSWC PCD internal management reviews as well as Project Reviews. The Contractor shall also support requirements for specific cost data calls by implementing unique queries or quick hits, as required.

#### **3.1.3 Presentation Material, Agendas, and Meeting Minutes (CDRL A005, A006, A007)**

The Contractor shall provide support to Mission and Deployed Systems and Special Programs meetings such as planning sessions, team meetings, issues meetings, and sponsor meetings to stay abreast of program plans and status. The Contractor shall provide support to various meetings by developing presentation materials, agendas, and meeting minutes. As necessary, the Contractor shall coordinate and host meetings at the Contractor's facility for up to 40 participants per meeting. Contractor's facilities shall be able to provide unclassified Video Teleconferencing (VTC) capabilities.

### **3.2 Task Area # 2 Engineering Design, Development and Technical Support (CDRL A008)**

The Contractor shall provide support to engineering design and systems engineering using SAE- EIA-IS-632 for guidance. The Contractor shall support research, design, development, modeling, analysis, and software and firmware analysis support for Mission Deployed Systems and Special Programs. This includes analysis, troubleshooting, installation, retrofit, maintenance, user console hardware and software interoperability, test and evaluation, and independent verification and validation for products developed by other manufacturers or Contractors. These tasks include efforts and equipment such as:

- Unmanned systems and sensors,
- Mission payloads,
- Electrical, electronics, mechanical systems
- Computer systems and software
- Human factors
- Acoustics
- Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) sensors and systems
- Safety
- Testing and evaluation
- Naval architecture engineering disciplines.

This support may be needed for new concept systems, in-development systems, or in-service systems.

#### **3.2.1 Engineering Support (CDRL A008)**

The Contractor shall provide support in the design, fabrication, and testing of Mission Deployed Systems and Special Programs systems, subsystems and hardware. The Contractor shall support the entire engineering development phase including requirements definition, design, fabrication of test models, procurement of components and subsystems, testing, and installation. Hardware and material items to be developed or procured include, but are not limited to unmanned vehicle subsystems, sensors and payloads, C4ISR equipment and radios, printed circuit boards, connectors, receptacles, winches, cables and cable assemblies, displays, etc. In addition, the Contractor shall support implementation of engineering change proposals. The Contractor shall ensure all specifications are detailed to permit design, eventual production, and evaluation of the end item. The Contractor shall keep all specifications current for the duration of the task order. A suitable data and Configuration Management (CM) system shall be in place at the Contractor's facility.

### 3.2.2 Fleet Support

The Contractor shall provide support to assembly of installation and checkout kits, pack-up kits, logistics support kits, replacement equipment, or related hardware and material items needed to maintain Fleet readiness for deployed systems and equipment. To maintain Fleet readiness the Contractor shall provide support to fiberglass manufacturing work and conduct sandblasting on components up to 10 feet in length. This support may be performed at the Contractors' facility, NSWC PCD or other locations including field duty stations.

### 3.2.3 Technical Documentation (CDRL A009, A010, A011, A012, A013, A014)

The Contractor shall provide support to the Government by providing input to the development, review, update and maintenance processes for engineering and technical documentation and associated lists. This documentation may include items such:

- Engineering drawings / parts lists and Technical Data Packages using MIL-STD-31000B for guidance
- Specifications
- Technical reports
- Design documentation
- Failure reports
- Engineering change documentation
- Certification and accreditation packages
- Temporary alteration packages for special operations and related programs.

### 3.2.4 Technical Manuals (CDRL A015)

The Contractor shall provide support to technical manuals including reviewing, updating, and maintaining technical manuals, as well as special system instructions such as Pre-dive/Post-dive Instructions and Checklists using MIL-STD-38784B and MIL-PRF-85337B for guidance.

### 3.2.5 Test Support (CDRL A016, A017)

The Contractor shall provide support to test and evaluation (T&E) of systems and equipment that are developed by the Government or are third party vendor products under evaluation by the Government. The Contractor shall review requirements, specifications and other documents related to the project to evaluate technical adequacy, identify alternatives, and technically support the evaluation of system experimentation and testing to provide assessment of capabilities, suitability and sustainability. The Contractor shall provide technical and engineering input during the development of specifications and requirements documents for systems and equipment for Fleet use. The Contractor shall provide support to develop integration and test documents such as plans, procedures, schedules and reports. The Contractor shall provide support to test and evaluation working group meetings including activities of the working groups. The Contractor shall provide support to Test Readiness Review (TRR) and Test Safety Review Committee (TSRC) meetings on plans and procedures. In support of T&E tasks, the Contractor shall be required to operate Government owned vehicles and equipment to include trucks, golf carts, forklifts, and small boats. Operators shall be licensed in accordance with State law. The personnel may ride both small boats and large ships during testing. Insurance above and beyond that required under the basic contract to cover vessels, equipment, and general liability is not required and will not be reimbursed under this task order. This may include items in development, or repaired or refurbished equipment prior to re-issue to the Fleet. Test support may include labor, facilities, specialized test equipment, supplies and incidental materials as required by the applicable test plans.

### 3.3 Task Area # 3 Logistics Support (CDRL A018)

The Contractor shall provide support to Mission Deployed Systems and Special Programs. The Contractor shall develop, review, update, and maintain Integrated Logistics Support (ILS) documentation for special operations and related systems and equipment. Tasking may include efforts such as assessing the impact of Engineering Change Proposals (ECP) on logistic support, configuration documentation, status reporting, spares procurement and tracking, participating in meetings, and providing input to or preparing program and logistics schedules.

#### 3.3.1 Supply Support Provisioning Technical Documentation (PTD) (CDRL A019)

The Contractor shall provide support to technical documentation. The Contractor shall develop, review, update, and maintain Supply Support Plans and PTD to include items such as Provisioning Parts Lists, Common and Bulk Items Lists, Allowance Parts Lists (APL), and Allowance Equipment Lists (AEL). PTD shall be delivered using Interactive Computer-Aided Provisioning System (ICAPS) software.

#### 3.3.2 Planned Maintenance System (PMS) Documentation (CDRL A020, A021, A022)

The Contractor shall provide support to PMS documentation. The Contractor shall conduct Reliability Centered Maintenance (RCM) analysis and produce Maintenance Index Pages (MIP) and Maintenance Requirements Cards (MRC) using MIL-STD-3034A for guidance.

### 3.4 Task Area # 4 Configuration Management Support (CDRL A023, A024)

The Contractor shall provide support to configuration management. The Contractor shall provide support to the initial population, and subsequent analysis, maintenance and update of life cycle system management information contained in Navy, DoD, or SOF databases using SAE-EIA-649C and MIL-HDBK-61B for guidance to include analysis and posting of engineering change proposals, failure reports, inventory data, technical and programmatic data, and related program information. The Contractor also shall support configuration audit actions necessary to maintain Fleet availability, and develop, review, update, and maintain Configuration Management Plans and Class Maintenance Plans.

### **3.5 Task Area # 5 Reliability, Maintainability, and Availability Support (A025, A026, A027, A028, A029, A030)**

The Contractor shall provide support to Reliability, Maintainability, and Availability. The Contractor shall analyze system and equipment reliability, maintainability and availability using MIL-HDBK-217F and MIL-HDBK-781A for guidance. This effort shall include providing technical input to the development of reliability and maintainability predictions, and reliability block diagrams.

### **3.6 Task Area # 6 Training Support**

The Contractor shall provide support to training. The Contractor shall provide support including analyzing training requirements and assessing the impact of engineering changes on training of Mission Deployed Systems and Special Programs and equipment.

#### **3.6.1 Formal Curriculum (CDRL A031, A032, A033)**

The Contractor shall develop, review, and update formal training materials for operator and maintenance courses. Curriculum includes the training project plan, course training task list, training course control document, lesson plan, trainee guide, test packages, instructional media materials, and fault insertion guide developed in accordance with Government Furnished Information (GFI) and MIL-HDBK-29612/2A. The Contractor shall recommend changes and coordinate updates with the appropriate training activity (such as Commander Submarine Development Squadron 5 (COMSUBDEVRON FIVE) and NSWC PCD engineers, and shall input approved markups into the appropriate Authoring Instructional Materials (AIM) database. The Contractor also may participate in monitoring of the courses.

#### **3.6.2 Differences Curriculum (CDRL A031, A032, A033)**

The Contractor shall assess the differences between existing and updated systems and equipment and produce differences curriculum. Difference course materials shall be generated in suitable electronic format, typically Microsoft Word and PowerPoint. The Contractor shall also assist in conducting differences training for operator and maintenance courses.

#### **3.6.3 Training Tools (CDRL A034)**

The Contractor shall develop tools that are used to support Mission Deployed Systems and Special Programs and related systems equipment training, such as unmanned vehicle and sensor systems, displays, and computer based tools, simulators and operational familiarizers.

### **3.7 Safety Program (CDRL A035)**

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) Equipment modifications, test and inspection
- (d) Fall Protection
- (e) Personal Protective Equipment (PPE)
- (f) Emergency operations
- (g) General safety and fire requirements not covered above; and
- (h) 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.

### 3.8 Quality Assurance (CDRL A036)

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.

### 3.9 Contract Status Reporting (CDRL A037)

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

### 3.10 Management of Government Furnished Property (GFP) (CDRL A038)

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

### 3.11 Personnel Roster (CDRL A039)

The Contractor shall provide a personnel roster of all employees assigned to this contract or task order in accordance with CDRL A039 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.

### 3.12 Non-Disclosure Agreements (CDRL A040)

The Contractor, and its employees supporting this effort under PWS paragraph 3.1 with access to program management, financial or schedule information, shall execute a Non-Disclosure Agreement (NDA) for access to Government non-public information. The Contractor shall return the executed NDAs pursuant to CDRL (A040). Note: This NDA does not authorize the Contractor or its employees access to information in the possession of the Government that may be considered the proprietary information of another private company, entity or person. The Contractor shall execute any additional NDAs that may be necessary with the owner (i.e., OEMs) of the proprietary information to gain permission an access if required to perform the requirements of this contract.

### 3.13 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 (POC). The COR will validate the need for access, ensure all prerequisites are completed, and with the assistance of the Role Mapping POC, 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 and Annual Cybersecurity training.

(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 Cybersecurity 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>.

### 3.14 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.

### 3.15 Travel

The Contractor may be required to travel from the primary performance location when supporting this requirement. Travel in support of this requirement is anticipated to include, but may not be limited to, the following alternate performance locations:

- San Diego, CA
- Washington D.C.
- Groton, CT
- Tampa, FL
- Orlando, FL
- Key West, FL
- New Orleans, LA
- Baltimore, MD
- Indian Head, MD
- Boston, MA
- Falmouth, MA
- Pocasset, MA
- Stennis Space Center, MS
- Norfolk, VA
- Chesapeake, VA,
- Seattle WA
- Bremerton, WA
- Honolulu, HI
- Santa Rita, Guam

Contractor shall ensure required personnel have official passports for travel Outside the Continental United States (OCONUS) and refer to Joint Travel Regulation when making travel arrangements. The number of times the Contractor may be required to travel to each location cited above may vary as program requirements dictate, provided that the total estimated travel cost is not exceeded. All travel requirements will be approved by the PCO via a Technical Instruction (TI). Before initiating any travel, the Contractor(s) shall submit a detailed and fully- burdened estimate that includes the number of employees traveling, their expected travel costs for airfare, lodging, per diem, rental car, taxi/mileage and any other costs or actions requiring approval. The travel estimate shall be submitted to the COR and Contract Specialist. Actuals cost, resulting from the performance of travel requirements, shall be reported as part of the Contractor's contract status report. The reportable cost shall also be traceable to the Contractor's invoice. The Contractor(s) will be reimbursed for its reasonable actual travel costs in accordance with B-231-H001 Travel Cost (NAVSEA) (OCT 2018) of the SeaPort Multiple Award Contract. Travel expenses are limited by the Department of Defense Joint Travel Regulations.

## 4.0 GOVERNMENT FURNISHED PROPERTY

### 4.1 Government Furnished Equipment (GFE) and Government Furnished Material (GFM)

NSWC PCD has not identified and GFE or GFM at this time. In the event that GFE or GFM becomes a requirement, the Government reserves the right to modify the order to account for inclusion of GFE or GFM. The Contractor shall return all GFE or GFM to NSWC PCD within 10 days after completion of the task order unless otherwise stated in writing by the PCO. A post-award Attachment to the task order will be added if and when GFE or GFM is provided.

### 4.2 Government Furnished Information (GFI)

NSWC PCD will provide relevant program management and technical documentation as that information becomes available. The Contractor shall return all GFI to NSWC PCD within 10 days after completion of the task order unless otherwise stated in writing by the PCO. An attachment will be added prior to award or provided via modification to the task order should there be a requirement.

## 5.0 SECURITY (updated on mod P00001)

The highest security classification and access for work under this task order is Top Secret, Sensitive Compartmented Information (TS/SCI) at Government Facilities. The Contractor shall be required to receive and generate national security information classified up to the SECRET level at the Contractor Facility.

Contractor shall be required to research various classified documents that are available only on the Secret Internet Protocol Router Network (SIPRNET). To view and download these classified documents, Contractor personnel require SIPRNET access. Additionally some of these documents carry North Atlantic Treaty Organization (NATO) security classification. Contractor shall be required to access the XACTA® system, which is available only on Joint Worldwide Intelligence Communications System (JWICS). To access the system, Contractor personnel require JWICS access and the appropriate clearance.

Provisions of the attached DD Form 254 for this task order apply.

### Release of Information

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

(b) All technical data provided to the Contractor by the Government shall 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 shall 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.

## 5.1 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. Refer to DoD 5200.48 for guidance.

## 5.2 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 Department of Defense (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.

## 5.3 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.

## 5.4 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, CUI

## 5.5 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.

#### 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:
  1. Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
  2. 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.

#### 5.6 Operations Security (OPSEC)

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:

- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
- (2) 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.
- (3) Be used in administration or supervision of Government procurement activities. Have access to proprietary information belonging to another without the express written permission of the owner of that proprietary information.

(d) Employee Relationship:

(1) 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.

(2) 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.

(1) Payments by the Government under this Task Order are not subject to the Federal income tax withholdings.

(2) Payments by the Government under this Task Order are not subject to the Federal Insurance Contributions Act.

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

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

(5) 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.

(1) The 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.

(2) 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	AQL	Surveillance Method
Performance Work Statement (PWS) Paragraph 3.1.1 Program Management Support	Support the development, analysis, and update processes of acquisition, transition, and Fleet support documentation.	100% of documentation inputs are provided by due dates	Require no more than two (2) review/ comments/ approval cycles to meet acceptance	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement
PWS Paragraph 3.1.2 Financial and Scheduling Support	Perform downloads from both NERP system and CDB Web, as required.	100% of documentation inputs are provided by due dates	Require no more than two (2) review/ comments/ approval cycles to meet acceptance	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement
PWS Paragraph 3.1.3 Presentation Material, Agendas, and Meeting Minutes	Develop presentation materials, agendas, and meeting minutes. Coordinate and host meetings at the Contractor's facility	100% of presentations delivered by due date	Require no more than two (2) review/ comments/ approval cycles to meet acceptance	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement
PWS Paragraph 3.2 Task Area # 2 Engineering Design, Development and Technical Support	Provide analysis, troubleshooting, installation, retrofit, maintenance, user console hardware and software interoperability, test and evaluation, and	Documents and drawings are technically accurate and grammatically correct.	Require no more than two (2) review/ comments/ approval cycles to meet acceptance	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement

	independent verification and validation	100% of documents, drawings, and revisions are delivered in accordance with agreed upon schedules		
PWS Paragraph 3.2.1 Engineering Support	Provide design, fabrication, and testing of Mission Deployed Systems and Special Programs systems, subsystems and hardware.  Provide requirements definition, design, fabrication of test models, procurement of components and subsystems, testing, and installation.	Documents and drawings are technically accurate and grammatically correct.  100% of documents, drawings, and revisions are delivered in accordance with agreed upon schedules	Require no more than two (2) review/ comments/ approval cycles to meet acceptance	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement
PWS Paragraph 3.2.2 Fleet Support	Provide assembly of installation and checkout kits, pack-up kits, logistics support kits, replacement equipment, or related hardware and material items needed to maintain Fleet readiness for deployed systems and equipment.	Kits contain all items required.  100% of kits are delivered in accordance with agreed upon schedules.	Kits assembled, reviewed, and presented to meet acceptance.	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement
PWS Paragraph 3.2.3 Technical Documentation	Develop, review, update and maintenance processes for engineering and technical documentation and associated lists.	100% of documentation inputs are provided by due dates	Require no more than two (2) review/ comments/ approval cycles to meet acceptance	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement
PWS Paragraph 3.2.4 Technical Manuals	Prepare or update technical manuals	Manuals and revisions are technically accurate and grammatically correct.  100% of manuals or revisions are delivered in accordance with agreed upon schedules	Require no more than two (2) review/ comments/ approval cycles to meet acceptance	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement
PWS Paragraph 3.2.5 Test Support	Develop test documentation - Participate in and perform test and evaluation	Test documentation includes adequate depth and breadth to clearly identify and qualify issues.  100% complete by due date.	Require no more than two (2) review/ comments/ approval cycles to meet acceptance	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement
PWS Paragraph 3.3 Task Area # 3 Logistics Support	Provide logistics support - revision of provisioning, ILS, PMS materials, operations and maintenance documentation, and sustainment documentation	Documents are technically accurate and grammatically correct. Documents and revisions are delivered in accordance with agreed upon schedules. 100% complete by due date.	Require no more than two (2) review/ comments/ approval cycles to meet acceptance	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement
PWS Paragraph 3.4 Task Area # 4 Configuration Management Support	Provide CM support - revision or preparation of CM documentation	Documents are technically accurate and grammatically correct. Documents and revisions are delivered in accordance with agreed upon schedules. 100% complete by due date.	Require no more than two (2) review/ comments/ approval cycles to meet acceptance	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement
PWS Paragraph 3.5 Task Area # 5 Reliability, Maintainability, and Availability Support	Provide RM&A support - revision or preparation of RM&A documentation	Documents are technically accurate and grammatically correct. Documents and revisions are delivered in accordance with agreed upon schedules. 100% complete by due date.	Require no more than two (2) review/ comments/ approval cycles to meet acceptance	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement
PWS Paragraph 3.6 Task Area # 6 Training Support	Provide training support - revision or preparation of training documentation and curricula	Documents are technically accurate and grammatically correct. Documents and revisions are delivered in accordance with agreed upon schedules. 100% complete by due date.	Require no more than two (2) review/ comments/ approval cycles to meet acceptance	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement
PWS Paragraph 3.13 Purchases	Obtain required approvals prior to purchasing materials. Submit invoices with contract status reports	100% approvals obtained prior to purchasing.	100% approvals documented and invoices submitted with contract status reports. ODC charges support the work being conducted	In accordance with FAR 52.246-5 Inspection of Services – Cost Reimbursement

## 8.0 DISTRIBUTION LIMITATION STATEMENT

Technical documentation generated under this task order shall carry the following distribution limitation statement. 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 as possible without obscuring any detail of the drawing. Additionally, any electronic media delivered shall be marked externally with the statements.

**DISTRIBUTION STATEMENT D: DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS ONLY; CRITICAL TECHNOLOGY; (DATE STATEMENT APPLIED). OTHER U.S. REQUESTS SHALL BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER PANAMA CITY DIVISION, 110 VERNON AVE, PANAMA CITY, FL 32407: ATTN CODE X10.**

**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 NISPOM RULE. UNCLASSIFIED LIMITED DOCUMENTS, (E.G., CUI, DISTRIBUTION STATEMENT CONTROL) DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT**

**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 Proposal **Legal offer** dated 16 September 2022, a response to NAVSEA Solicitation No. **N6133122R3011003**.

(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 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 employTee 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

**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(s) A and B, attached hereto.

(End of Text)

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

- (a) The Contractor agrees to test for viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4, in all computer software and computer data bases (as defined in the clause entitled "Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation" (DFARS 252.227-7014)), before delivery of that computer software or computer data base in whatever media and on whatever system the computer software or data base is delivered whether delivered separately or imbedded within delivered equipment. The Contractor warrants that when delivered any such computer software and computer data base shall be free of viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1.
- (b) The Contractor agrees that prior to use under this contract, it shall test any computer software and computer data base received from the Government for viruses, malware, Trojan Horses, and other security threats listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4.
- (c) Any license agreement governing the use of any computer software or computer software documentation delivered to the Government as a result of this contract must be paid-up, irrevocable, world-wide, royalty-free, perpetual and flexible (user licenses transferable among Government employees and personnel under Government contract).
- (d) The Contractor shall not include or permit to be included any routine to enable the contractor or its subcontractor(s) or vendor(s) to disable the computer software or computer data base after delivery to the Government.

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

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

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

(End of Text)

#### **C-227-H015 PROTECTION OF DEPARTMENT OF NAVY TRADEMARKS – ALTERNATE I (NAVSEA) (JUL 2021)**

The contractor shall not assert any claim, in any jurisdiction, based on trademark or other name or design-based causes of action that are based on rights the contractor believes it has in the term(s) **TBD** [Contracting Officers shall list term(s) (Government assigned or approved nomenclature)] (the “Designation(s)”), against the Government or others authorized by the Government to use the Designation(s) (including the word(s), name, symbol, or design) acting within the scope of such authorization (i.e. claims for trademark infringement, dilution, trade dress infringement, unfair competition, false advertising, palming off, passing off, or counterfeiting). Such authorization shall be implied by the award of a Government contract to any party for the manufacture, production, distribution, use, modification, maintenance, sustainment, or packaging of the products and services identified under this contract, and the scope of such implied authorization is defined as the use of the Designation(s) in performance under such contract by the prime contractor and its subcontractors and suppliers at any tier. In all other cases, the scope of the authorization will be defined by the Government in writing.

(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 2022)**

(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 Contract Status 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 other 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: <https://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: 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 MEETNG (NAVSEA) (OCT 2018)**

(a) A post-award meeting with the successful offeror will be conducted within **10 days** after award of the task order. The meeting will be held at the address below:

Location/Address: [NSWC PCD – MS Teams ]

(b) The Contractor will be given **5** working days notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a post-award meeting shall in no event constitute grounds for excusable delay by the Contractor in performance of any provisions in the [contract / 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-243-H003 CONFIGURATION MANAGEMENT (NAVSEA) (JAN 2019)**

(a) Baseline Definition - All contractual documentation in effect at the time of contract award shall constitute the Contract Baseline, which shall be considered incorporated in the baseline documentation.

(b) General Requirement -

(1) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this contract is in compliance with appropriate baseline documentation. The Contractor shall prepare a Configuration Management Plan in accordance with the requirements of the contract. If required, the Contractor's Configuration Management Plan shall be submitted through the appropriate Contract Data Requirements List (CDRL) for approval by the Government.

(2) Whenever a situation arises wherein the Contractor cannot comply with a baseline document, or whenever intent of such documentation is significantly changed by detail level documentation, the Contractor shall submit change documents to modify the baseline to resolve the conflict or to allow non-compliance. Whenever the cost of implementing a proposed change is less than the threshold requiring certified cost or pricing data, the Contractor shall provide such detail of related costs as to allow the Government to determine an equitable adjustment for the change document submission. Whenever the contract cost changes by an amount greater than the threshold requiring certified cost or pricing data, the Contractor shall complete such cost and pricing data as the Contracting Officer shall require detailing all related costs, and attach it to the change document. Requirements for cost and pricing data shall be determined by the gross amount of the change unless otherwise directed by the Contracting Officer. Change documentation shall be submitted to the Contracting Officer in accordance with the appropriate CDRL, and as described in paragraphs (c) through (f) below.

(c) Engineering Change Proposals (ECPs) - ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DI-SESS-80639D approved 7 April 2015, EIA-649-1 of Nov 2014 and MIL-HDBK-61A of 7 Feb 2001 apply. An ECP shall be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. The contractor shall develop documentation in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact if applicable, and consequences if disapproved. List all existing drawings and technical manuals impacted by the change, including a brief narrative explanation of needed changes to incorporate the ECP if approved. Provide weight and moment data incidental to the change, if applicable. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.

(d) Non-Engineering Change Proposals (NECPs) - An NECP shall be submitted whenever necessary to document administrative, procedural, scheduling, or documentation changes that do not directly impact the physical configuration of the equipment. The NECP shall explain the nature of the problem, identify the applicable baseline document (i.e., Contract Data Requirement List (CDRL), Contract Clause, etc.) and provide a detailed explanation justifying the proposed course of action desired to resolve the problem. Insert sheets for applicable documents shall also be attached to facilitate change action in the event the NECP is approved.

(e) Deviations/Waivers - In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Variance. The explanation of "Need for Deviation/Waiver" in the DD1694 shall provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance and the effect on ship equipment or system operation.

(f) Equitable Adjustments for Change Documentation Preparations - For its effort expended in preparing ECPs, NECPs, and Deviations/Waivers, the Contractor shall receive equitable adjustment under the following circumstances:

(1) In the event the Contractor, on its own initiative, and without written request from the Contracting Officer, develops a change document that is later disapproved by the Government, the Contractor shall bear the cost of this effort.

- (2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent, but without detailed supporting documentation and request the Contracting Officer's approval for expenditure of effort to complete the detailed supporting documentation. In the event the Contracting Officer denies this request, the Contractor will bear the cost of development of the "preliminary" document, and shall make no further effort to complete detailed supporting documentation.
- (3) In the event the Contracting Officer approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.
- (4) In the event the Contracting Officer requests in writing that the Contractor develop change documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.
- (5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Contracting Officer, the cost of developing such documentation shall be subject to equitable adjustment.
- (6) Failure to agree to such equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "Disputes" (FAR 52.233-1).
- (g) Any cost reduction proposal submitted pursuant to the clause entitled "Value Engineering" (FAR 52.248-1) shall be submitted as a Value Engineering Change Proposal (VECP). The Contractor shall follow the VECP preparation requirements of FAR 52.248-1(c) and any additional guidance provided by the Contracting Officer.

(End of Text)

**C-244-H002 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (APR 2022)**

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 NXG fee rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort NXG prime, (ii) fee rate caps that are no higher than the subcontractor's prime SeaPort NXG 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 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" 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

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, Pennsylvania 19111-5094

Telephone (215) 697-6396

Facsimile (215) 697-9398

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

(End of Text)

#### **C-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) (FEB 2022)**

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), 32 CFR Part 117.

(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-211-H005 IDENTIFICATION MARKING OF PARTS—ALTERNATE I (NAVSEA) (OCT 2018)**

(a) 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 not manufactured to Government specifications shall be marked in accordance with generally accepted commercial practice.

(2) Parts manufactured to Government specifications shall be marked as follows:

(i) Electrical Parts - that is, all parts in electrical equipment and electrical parts when used in equipment which are not electrical in nature (e.g., electric controls and motors in a hydraulic system) - shall be identified and marked in accordance with MIL-STD-1285D (2) dated 22 June 2018, or, where MIL-STD-1285D(2) does not cover such a part, in accordance with MIL-STD-130N(1) dated 16 November 2012. Requirements of MIL-STD-1686C dated 25 October 1995 for Electrostatic Discharge Control shall be addressed.

(ii) Electronic Parts - that is, all parts in electronic equipment and electronic parts when used in equipment which are not electronic in nature (e.g., electronic fuel controls in some engines) - shall be identified and marked in accordance with Requirement 67 of MIL-HDBK-454B dated 15 April 2007 with Notice 1 dated 12 December 2012. Requirements of MIL-STD-1686C for Electrostatic Discharge Control shall be addressed.

(iii) Parts other than electrical or electronic parts (as described above) shall be identified and marked in accordance with MIL-STD-130N(1).

(b) 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)

Items **2000 - 2400**: 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 Officers Representative in writing, when the material will be inspected and/or tested. A minimum of 10 working days is required to arrange such a visit.

(End of Text)

# Section F - Deliveries or Performance

## 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	06/20/2023 - 06/19/2024
2000 AB	06/20/2023 - 06/19/2024
2000 AC	06/20/2023 - 06/19/2024
2000 AD	06/20/2023 - 06/19/2024
2000 AE	06/20/2023 - 06/19/2024
2000 AF	06/20/2023 - 06/19/2024
2000 AG	08/22/2023 - 06/19/2024
2000 AH	08/22/2023 - 06/19/2024
3000 AA	06/20/2023 - 06/19/2024
3000 AB	06/20/2023 - 06/19/2024
3001 AA	06/20/2023 - 06/19/2024
3001 AB	06/20/2023 - 06/19/2024

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

2100 AA	06/20/2024 - 06/19/2025
2200 AA	06/20/2025 - 06/19/2026
2300 AA	06/20/2026 - 06/19/2027
2400 AA	06/20/2027 - 06/19/2028
3100 AA	06/20/2024 - 06/19/2025
3101 AA	06/20/2024 - 06/19/2025
3200 AA	06/20/2025 - 06/19/2026
3201 AA	06/20/2025 - 06/19/2026
3300 AA	06/20/2026 - 06/19/2027
3301 AA	06/20/2026 - 06/19/2027
3400 AA	06/20/2027 - 06/19/2028

3401 AA

06/20/2027 - 06/19/2028

## 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):
- (i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
- (ii) For fixed price line items—
- (A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.
- (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	HAA010
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:**

**Contracting Officer's Representative Daniel Davidson:** [daniel.a.davidson4.civ@us.navy.mil](mailto:daniel.a.davidson4.civ@us.navy.mil)

Contract Specialist: Kathleen Stewart: [kathleen.a.stewart23.civ@us.navy.mil](mailto:kathleen.a.stewart23.civ@us.navy.mil)

**For invoicing questions:**

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

**\*\* PER BRC's PROPOSAL SUBMITTED ON 15 SEPTEMBER 2022, BRC's OVERHEAD AND G&A RATES ARE CAPPED AT THE BASE YEAR THROUGH OUT**

**THE REMAINING YEARS.**

**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			06/19/2024
2000			06/19/2024
3000			06/19/2024
3001			06/19/2024

(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.

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items  52.216-7, Allowable Cost and Payment  52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts	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.

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.232-1, Payments;  52.232-2, Payments under Fixed-Price Research and Development Contracts;	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.

52.232-3, Payments under Personal Services Contracts					
52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and					
52.232-6, Payments under Communication Service Contracts with Common Carriers					
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	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.
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 procurement contains the following contract type(s):

Item            Type\*

\*CR – Cost-Reimbursement

\*FP – Fixed Price

(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:

The Procuring Contracting Officer (PCO) is:

Charlene Buduo

110 Vernon Avenue

Panama City, FL 32407

(850) 819-2861

[charlene.a.buduo.civ@us.navy.mil](mailto:charlene.a.buduo.civ@us.navy.mil)

The Contract Specialist is:

Leslie O'Brien

110 Vernon Avenue

Panama City, FL 32407

Phone: (850) 896-6938

[leslie.j.obrien4.civ@us.navy.mil](mailto:leslie.j.obrien4.civ@us.navy.mil)

(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:

Daniel Davidson

110 Vernon Avenue

Panama City, FL 32407

Phone: (850) 771-8335

[daniel.a.davidson4.civ@us.navy.mil](mailto:daniel.a.davidson4.civ@us.navy.mil)

(e) 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 Avenue, Bldg. 435

Panama City, FL 32407

Phone: (850) 235-5328

[gerald.g.sorrell2.civ@us.navy.mil](mailto:gerald.g.sorrell2.civ@us.navy.mil)

(f) The Contractor's point of contact for performance under this contract is:

Larry Burger

4901 Corporate Dr., Suite B

Huntsville, AL 35805

Office Phone: (256) 882-6229

Cell Phone: (256) 468-4981

Larry.Burger@brc2.com

#### **G-242-H002 HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) (JUL 2021)**

(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 the [insert activity name]. 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 public Holidays that have been established under 5 U.S.C. 6103. The actual date of observance for each of the 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/pay-leave/federal-holidays/>.

(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.

(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) Conduct post-award orientation conferences.

(4) Review and evaluate contractors' proposals under Subpart 15.4 and, when negotiation will be accomplished by the contracting officer, furnish comments and recommendations to that officer.

(23) Negotiate prices and execute supplemental agreements for spare parts and other items selected through provisioning procedures when prescribed by agency acquisition regulations.

(24) Negotiate and execute contractual documents for settlement of partial and complete contract terminations for convenience, except as otherwise prescribed by Part 49.

(b) In accordance with FAR 42.302(b), the following additional functions are delegated to the ACO:

N/A

(End of Text)

#### **Accounting Data**

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<b>CLIN/SLIN</b>	<b>PR Number</b>	<b>Amount</b>
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## 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 737 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) (MAY 2022)**

(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 or equal to 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)

52.219-6, Notice of Total Small Business Set-Aside (Nov 2020)

52.219-14, Limitations on Subcontracting (Sep 2021)

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

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)

## 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.

(End of clause)

#### 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 date
3100	Option 1	ODC – Material	No later than 12 months after task order award date
3101	Option 1	ODC – Travel	No later than 12 months after task order award date
4001	Option 1	Data	No later than 12 months after task order award date
2200	Option 2	Labor	No later than 24 months after task order award date
3200	Option 2	ODC - Material	No later than 24 months after task order award date
3201	Option 2	ODC – Travel	No later than 24 months after task order award date
4002	Option 2	Data	No later than 24 months after task order award date
2300	Option 3	Labor	No later than 36 months after task order award date
3300	Option 3	ODC - Material	No later than 36 months after task order award date
3301	Option 3	ODC – Travel	No later than 36 months after task order award date
4003	Option 3	Data	No later than 36 months after task order award date
2400	Option 4	Labor	No later than 48 months after task order award date
3400	Option 4	ODC - Material	No later than 48 months after task order award date
3401	Option 4	ODC – Travel	No later than 48 months after task order award date
4004	Option 4	Data	No later than 48 months after task order award 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)

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

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed **\*\*ZERO\*\*** (authorized overtime is IAW Offeror's proposal and includes prime and subcontractor burdened overtime) 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 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 provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions 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 objection 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, 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 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: **EPS Corporation**

(End of Clause)

**252.239-7098 Prohibition on Contracting to Maintain or Establish a Computer Network Unless Such Network is Designed to Block Access to Certain Websites—Representation. (DEVIATION 2021-O0003) (APRIL 2021)**

(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.

(b) Representation. By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.

(End of provision)

## Section J - List of Attachments

<b>Attachment Number</b>	<b>File Name</b>	<b>Description</b>
Exhibit A	Exhibit+A,+Contract+Data+Requirements+List+(CDRLs)_BRC.pdf	CDRLs for this task order plus the NDA updated on 8/8/23
Exhibit B	Exhibit+B+DI-MGMT-81991+Contract+StatusReport.pdf	Exhibit B MGMT 81991
J.1	J.1 N0017819D7246 N61331-23-F-3003 DD254 20230223 TS SCI Signed.pdf	DD254
J.2	J.2 Navy+SCI+Addendum+(U)+N61331-22-NR-55004.pdf	Navy DD Form DD254 SCI Addendum