

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NUMBER P00038		3. EFFECTIVE DATE 06/24/2021		4. REQUISITION/PURCHASE REQUISITION NUMBER N/A		5. PROJECT NUMBER (If applicable) N/A	
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City, FL 32407-7001		CODE N61331		7. ADMINISTERED BY (If other than Item 6) DCMA HUNTSVILLE 1040 Research Blvd Ste 100 Madison, AL 35758-2040		CODE S0107A SCD C	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) Bevilacqua Research Corporation (BRC) 4901-B Corporate Drive NW Huntsville, Alabama 35805-6219				(X)		9A. AMENDMENT OF SOLICITATION NUMBER	
				<input type="checkbox"/>		9B. DATED (SEE ITEM 11)	
				(X)		10A. MODIFICATION OF CONTRACT/ORDER NUMBER N00178-12-D-6793/N6133118F3002	
CODE 0U9B6 FACILITY CODE 806849303						10B. DATED (SEE ITEM 13) 11/08/2017	

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) Unilateral, FAR 52.232-22 Limitation Of Funds

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)	
		Samuel Kuntz , Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		/s/Samuel Kuntz (Signature of Contracting Officer)	06/24/2021

General Information

The purpose of this modification is to add incremental funds to CLINs 7003 & 9003, and to change the COR listing of record in Section G from LT Doggett to LT Rodeheffer.

The Line of Accounting information is hereby changed as follows:

700328:

From:

To: CR 1711804 8RZ3 251 0463A 0 050120 2D 000000 A00006155996

700329:

From:

To: CS 1711804 8C6C 251 0463A 0 050120 2D 000000 A00006161775

700330:

From:

To: CT 1711804 8C6C 251 0463A 0 050120 2D 000000 A10006161775

900301:

From:

To: CU 1711804 8C6C 251 0463A 0 050120 2D 000000 A00006165383

900302:

From:

To: CV 1711804 8RZ3 251 0463A 0 050120 2D 000000 A10006165383

900303:

From:

To: CV 1711804 8RZ3 251 0463A 0 050120 2D 000000 A10006165383

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

CLIN/SLIN	Fund Type	From	By	To
700328	O&MN,N	\$0.00		
700329	O&MN,N	\$0.00		

CLIN/SLIN	Fund Type	From	By	To
700330	O&MN,N	\$0.00		
900301	O&MN,N	\$0.00		
900302	O&MN,N	\$0.00		
900303	O&MN,N	\$0.00		

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

Section B - Supplies and Services

CLIN - SUPPLIES OR SERVICES

Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	AC32	CPFF - See FAR 16.306(d)(2). Provide non-personal services for Diving, Biomedical, Information Technology (IT), Logistics, and Program Management support for the US Navy Experimental Diving Unit (NEDU) per Section C Performance Work Statement, DD Form 254, and Contract Data Requirements List (CDRL) DD Form 1423-2 Referenced in Section J. SEE SECTION B, NOTE A, D, and E. Base. (O&MN,N)					
700001	AC32	Incremental funding (O&MN,N)					
700002	AC32	Incremental Funding (O&MN,N)					
700003	AC32	Incremental Funding (O&MN,N)					
700004	AC32	Incremental Funding (O&MN,N)					
700005	AC32	Incremental Funding (O&MN,N)					
700006	AC32	Incremental Funding (O&MN,N)					
700007	AC32	Incremental Funding (O&MN,N)					
700008	AC32	Incremental Funding (O&MN,N)					
7001	AC32	CPFF - See FAR 16.306(d)(2). Provide non-personal services for Diving, Biomedical, Information Technology (IT), Logistics, and Program Management support for the US Navy Experimental Diving Unit (NEDU) per Section C Performance Work Statement, DD Form 254, and Contract Data Requirements List (CDRL) DD Form 1423-2 Referenced in Section J. SEE SECTION B, NOTE A, B, D, and E. Option 1. (Fund Type - TBD)					
700101	AC32	Incremental Funding (O&MN,N)					
700102	AC32	Incremental Funding (O&MN,N)					
700103	AC32	Incremental Funding (Fund Type - OTHER)					
700104	AC32	Incremental Funding (O&MN,N)					
700105	AC32	Incremental Funding (O&MN,N)					
700106	AC32	Incremental Funding (Fund Type - OTHER)					
700107	AC32	Incremental Funding (O&MN,N)					
700108	AC32	Incremental Funding (O&MN,N)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700109	AC32	Incremental Funding - PR#: 1300793263 (Fund Type - OTHER)					
700110	AC32	Incremental Funding - PR#: 1300788753 (O&MN,N)					
700111	AC32	Incremental Funding - PR#: 1300789856 (O&MN,N)					
7002	AC32	CPFF - See FAR 16.306(d)(2). Provide non-personal services for Diving, Biomedical, Information Technology (IT), Logistics, and Program Management support for the US Navy Experimental Diving Unit (NEDU) per Section C Performance Work Statement, DD Form 254, and Contract Data Requirements List (CDRL) DD Form 1423-2 Referenced in Section J. SEE SECTION B, NOTE A, B, D, and E. Option 2. (Fund Type - TBD)					
700201	AC32	Exercise OY2 (Fund Type - TBD)					
700202	AC32	Exercise OY2 (Fund Type - TBD)					
700203	AC32	Exercise OY2 (Fund Type - TBD)					
700204	AC32	Re-Ob funds from previous Option. (O&MN,N)					
700205	AC32	Re-Ob funds from previous Option. (O&MN,N)					
700206	AC32	Incremental Funding added, from John Florian. (Fund Type - OTHER)					
700207	AC32	Electronics Technician (O&MN,N)					
700208	AC32	Incremental funding to Labor. (O&MN,N)					
700209	AC32	Incremental Funding (O&MN,N)					
700210	AC32	Incremental Funding (O&MN,N)					
700211	AC32	Incremental Funding (O&MN,N)					
700212	AC32	Incremental Funds (O&MN,N)					
700213	AC32	TI-2013 - Electronic Tech, \$0.00 for total salary and BRC %, plus \$0.00 for OT. (O&MN,N)					
700214	AC32	TI-2019 for a Supply / HAZMAT person for \$0.00 for total salary & BRC %, plus \$0.00 for OT. (O&MN,N)					
7003	AC32	CPFF - See FAR 16.306(d)(2). Provide non-personal services for Diving, Biomedical, Information Technology (IT), Logistics, and Program Management support for the US Navy Experimental Diving Unit (NEDU) per Section C Performance Work Statement, DD Form 254, and Contract Data Requirements List (CDRL) DD Form 1423-2 Referenced in Section J. SEE SECTION B, NOTE A, B, D, and E. Option 3. (Fund Type - TBD)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700301	AC32	Incremental Funding (O&MN,N)					
700302	AC32	Incremental Funding (O&MN,N)					
700303	AC32	Incremental Funding (O&MN,N)					
700304	AC32	Incremental Funding (O&MN,N)					
700305	AC32	Incremental funds added. (O&MN,N)					
700306	AC32	Incremental Funding (O&MN,N)					
700307	AC32	Incremental Funding (O&MN,N)					
700308	AC32	Incremental Funds (O&MN,N)					
700309	AC32	Incremental Funds (O&MN,N)					
700310	AC32	Incremental Funds (O&MN,N)					
700311	AC32	Incremental Funds (O&MN,N)					
700312	AC32	Incremental Funding (O&MN,N)					
700313	AC32	Incremental Funding (O&MN,N)					
700314	AC32	Incremental Funding (O&MN,N)					
700315	AC32	Incremental Funding (O&MN,N)					
700316	AC32	Incremental Funding (O&MN,N)					
700317	AC32	Incremental Funding (O&MN,N)					
700318	AC32	Incremental Funding (O&MN,N)					
700319	AC32	Incremental Funding (O&MN,N)					
700320	AC32	Incremental Funding (O&MN,N)					
700321	AC32	Incremental Funding (O&MN,N)					
700322	AC32	Incremental Funding added, PR# 1300897792. (O&MN,N)					
700323	AC32	Incremental funds added. PR-1300904327 (O&MN,N)					
700324	AC32	Incremental funds added. PR-1300904327 (O&MN,N)					
700325	AC32	Incremental funds added with PR1300917559 PRLIN-01. (O&MN,N)					
700326	AC32	Incremental funds added with PR1300917559 PRLIN-02. (O&MN,N)					
700327	AC32	Incremental Funds added with PR1300932527 (O&MN,N)					
700328	AC32	Incremental funds added with PR1300939706. (O&MN,N)					
700329	AC32	Incremental funds added with PR1300940819. (O&MN,N)					
700330	AC32	Incremental funds added with PR1300940819. (O&MN,N)					
7004	AC32	CPFF - See FAR 16.306(d)(2). Provide non-personal services for Diving, Biomedical, Information Technology (IT), Logistics, and Program Management support for the US Navy Experimental Diving Unit (NEDU) per					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Section C Performance Work Statement, DD Form 254, and Contract Data Requirements List (CDRL) DD Form 1423-2 Referenced in Section J. SEE SECTION B, NOTE A, B, D, and E. Option 4. (Fund Type - TBD) Option					

Cost Only Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	AC32	COST – ODC - Travel in support of CLIN 7000. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for travel stated in Section L for the base year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE C, D, and E. Base. (Fund Type - TBD)	1.00	Lot	
900001	AC32	Travel funding for Sat Tech. (Fund Type - TBD)			
900002	AC32	Travel funding for Physiologist. (Fund Type - TBD)			
9001	AC32	COST - ODC – Travel in support of CLIN 7001. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for travel stated in Section L for the first option year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C, D, and E. Option. (O&MN,N)	1.00	Lot	
900101	AC32	Travel funding for Physiologist (Fund Type - TBD)			
9002	AC32	COST - ODC – Travel in support of CLIN 7002. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for travel stated in Section L for the second option year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C, D, and E. Option. (Fund Type - TBD)	1.00	Lot	
900201	AC32	Travel for TI-2013. (O&MN,N)			
900202	AC32	Travel for TI-2019 (O&MN,N)			
9003	AC32	COST - ODC – Travel in support of CLIN 7003. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for travel stated in	1.00	Lot	

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Section L for the third option year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C, D, and E. Option. (Fund Type - TBD)			
900301	AC32	Incremental funds added with PR1300941504. (O&MN,N)			
900302	AC32	Incremental funds added with PR1300941504. (O&MN,N)			
900303	AC32	Incremental funds added with PR1300941504. (O&MN,N)			
9004	AC32	COST - ODC – Travel in support of CLIN 7004. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for travel stated in Section L for the fourth option year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C, D, and E. Option. (Fund Type - TBD)	1.00	Lot	
9005	AC32	COST – ODC - Material in support of CLIN 7000. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for material stated in Section L for the base year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE C, D, and E. Base. (Fund Type - TBD)	1.00	Lot	
9006	AC32	COST - ODC – Material in support of CLIN 7001. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for material stated in Section L for the first option year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C, D, and E. Option 1. (Fund Type - TBD)	1.00	Lot	
900601	AC32	ODC-Material (Fund Type - OTHER)			
9007	AC32	COST - ODC – Material in support of CLIN 7002. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for material stated in Section L for the second option year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C, D, and E. Option 2. (Fund Type - TBD)	1.00	Lot	

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
900701	AC32	ODC Material -- TI-1911 (O&MN,N)			
900702	AC32	Training Course Material (O&MN,N)			
9008	AC32	COST - ODC – Material in support of CLIN 7003. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for material stated in Section L for the third option year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C, D, and E. Option 3. (Fund Type - TBD) Option	1.00	Lot	
9009	AC32	COST - ODC – Material in support of CLIN 7004. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for material stated in Section L for the fourth option year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C, D, and E. Option 4. (Fund Type - TBD) Option	1.00	Lot	

NOTES:**NOTE A: TERM FORM, LEVEL OF EFFORT (See FAR Part 16.306(d))**

For Labor Items, Offerors shall propose the level of effort specified for this CLIN in this Section B. The CLIN structure and corresponding level of effort in this Section B reflects the Task Order structure that will be awarded to each successful Offeror. Clause HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT-ALT 1) (NAVSEA) (MAY 2010) clause applies to these Items.

NOTE B: OPTION

CLIN which may be unilaterally exercised in accordance with FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000) (NAVSEA Variation) (APR 2015).

NOTE C: ODC

Other Direct Costs shall be proposed in accordance with Section L. These Items are non-fee bearing CLINs and shall be priced as cost-only. Non-fee bearing refers to fee (i.e., profit), not allowable indirect costs or burdens.

NOTE D: CONTRACTS CROSSING FISCAL YEARS

In accordance with DFARS 232.703-3, this Task Order includes services that begin in one fiscal year and end in the next fiscal year. For CLINs and SLINs annotating this note; 10 U.S.C. 2410(a) authority applies authorizing use of an appropriation beyond the normal expiration date to fund severable services for a period of performance of less than twelve months; the CLIN must begin in the fiscal year the appropriation would normally have been available.

NOTE E: All terms and conditions, including clauses, in the NAVSEA Seaport Multiple Award Contract (MAC) are hereby expressly incorporated into this task order request for proposal and resulting task order.

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(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 \$500 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)

HQ B-2-0007 LIMITATION OF COSTS OR LIMITATION OF FUNDS LANGUAGE

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)

FIXED FEE TABLE					
Section B Cost Items		Hourly Rates		Totals	
CLIN	Qty(Hrs)	Estimated Hourly Rate(Rate)	Fixed Fee/Hour (FF)	FixedFee (Hrs*FF)	Estimated Cost (Hrs* Rate)
7000	29,800				
7001	29,800				
7002	29,800				
7003	29,800				
7004	29,800				

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)

(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 for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with 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, and shall be paid fee at the hourly rate(s) specified above per man-hour performed and invoiced. 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)

HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

This entire contract is cost type.

(End of Text)

Section C - Description/Specifications/Statement of Work

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

18 May 2017

1.0 SCOPE

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

1.1 Acronyms

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

iRAPT	Invoice, Receipt, Acceptance, and Property Transfer
IRB	Institutional Review Board
IT	Information Technology
MS	Mass Spectrometry
NAVFAC	Naval Facilities Command
NAVSEA	Naval Sea Systems Command
NDT	Non-Destructive Testing
NEDU	Navy Experimental Dive Unit
OPSEC	Operations Security
PIT	Platform Information Technology
PQL	Practical Quantitation Limits
PQR	Procedure Qualification Record
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QMS	Quality Management System
RMF	Risk Management Framework
ROM	Rough Order of Magnitude
SOF	Special Operation Forces
TCD	Thermal Conductivity Detection
TI	Technical Instruction
VV&A	Verification, Validation, & Accreditation

2.0 APPLICABLE DOCUMENTS

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

2.1 Military Specifications

None

2.2 Military Standards

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

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

2.3 Other Documents:

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

	and Design
DOD 8570.01–M	Information Assurance Workforce Improvement Program
ISO 9001:2015	Quality Management System, dated January 2015
SECNAV M-5239.2 June 2016	DON Cybersecurity Information Technology and Cybersecurity Workforce Management and Qualification Manual

NOTE: Military Specifications, Standards, and Handbooks are available from <https://assist.dla.mil/online/start/>. NSWC PCD Instruction(s) provided with the solicitation.

The Contractor shall assume responsibility for this task order within 45 calendar days after award to include assuming responsibility for any Government Furnished Property (GFP) and hiring personnel.

3.0 REQUIREMENTS

(a) 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.

(b) The Contractor is responsible for ensuring all new employees are fully trained to meet functional position requirements. For Government mandatory training (i.e., Safety, Personally Identifiable Information (PII), etc.) the Contractor shall ensure all Contractor personnel working onsite in a Government facility are registered in the U.S. Navy Total Workforce Management Services (TWMS) website at

<https://twms.navy.mil/selfservice/login.asp>. The Government will identify mandatory training through this website and the Contractor shall monitor and ensure that Contractor employees complete required mandatory training requirements by the required completion dates. The Contractor shall provide the following information for each employee that will be working onsite at a Government facility at the kick-off meeting: 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 Monthly 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 will be specified in individual task orders and shall be approved by the Procuring Contracting Officer (PCO) and purchased under the Other Direct Cost (ODC) line items for the task order.

(c) 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.

(d) The Government will provide on-site office and laboratory work space for up to five (5) personnel including access to 5 Next Generation (NEXGEN) enabled computers and 5 telephones under this task order. The Government will also provide the consumables for the stated equipment such as paper, toner cartridges, etc. The specific location(s) will be provided at:

Navy Experimental Dive Unit
321 Bullfinch Road
Panama City, Fl. 32407-7001

The Contractor shall provide a list of employees who require access to these areas, including standard security clearance information for each person, to the Contracting Officer Representative (COR) no later than 30 business days after the date of award. The work space provided to the Contractor personnel shall be identified by the Awardee, with appropriate signage listing the company name and individual Contractor employee name. Access to Government buildings at Naval Support Activity Panama City (NSA PC) is from 0600 to 1800 Monday through Friday, except Federal holidays. Normal work hours are from 0700 to 1700, Monday through Friday. Contractor employees shall be under Government oversight at all times. Government oversight requires that a Government employee be present in the same building/facility whenever Contractor

employee(s) are performing work under this task order. Contractor personnel are not allowed to access any Government buildings at NSA/NEDU outside the hours of 0600 to 1800 without the express approval of the Procuring Contracting Officer (PCO). When a Government facility is closed or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite Contractor personnel regularly assigned to work at that facility should follow the same reporting and 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 policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite 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 will continue working established work hours 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 PCO 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.

(e) Contractor operated vehicles shall meet the following criteria:

- 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.
- The Contractor shall mark all Government Furnished Vehicles "Contractor operated" in one and one-half inch (1 ½") lettering. The color of the marking may be either black or blue to match other vehicle markings, and in close proximity to the USN 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.

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 Diving and Biomedical Research Support

The contractor shall coordinate with the Contracting Officer's Representative (COR) and Contract Specialist to conduct a kick-off meeting within ten working days after the award of the task order. This meeting's date, time and location shall be determined after award.

3.1.1 Integrative Human Physiology Research Support

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

3.1.2 Decompression Research Support

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

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

- 3.1.2.1 Recommend software updates that can be used to alleviate fleet decompression problems, and prevent or minimize adverse effects of stressors (e.g. temperature, pressure, exercise) on human performance in the undersea and sea/air/land transition environments.
- 3.1.2.2 Develop and deliver statistical models of decompression sickness incidence and time of occurrence, and implement those models in probabilistic decompression algorithms for application in dive planning software and diver-worn or top-side decompression computers.
- 3.1.2.3 Support the integration and testing of new and existing software for procedures related to minimizing decompression obligations and the incidence and severity of decompression sickness (DCS). Produce and deliver all required documentation for product Verification, Validation, and Accreditation (VV&A) to ensure conformity with NEDU, NAVSEA, and DON and other applicable information assurance requirements.
- 3.1.2.4 Identify and support the acquisition of the necessary hardware and programming tools to support the data analytic efforts of the Decompression Research Team.
- 3.1.2.5 Plan and conduct man-dive protocols to validate new decompression algorithms and their implementations in dive planning and diver-worn or top-side decompression computers.
- 3.1.2.6 Coordinate with other scientists, technicians, support personnel, and Fleet sponsors in the conduct of research.
- 3.1.2.7 Prepare reports, both oral and written, describing results of the developmental work for presentation at seminars and symposia, publication in formal technical reports, or publication in peer-reviewed journals, and in the development of operationally useful guidance for the Fleet customer.

3.1.3 Biomedical Engineering Support

The Contractor shall provide biomedical engineering and technical support consisting of design, analysis, troubleshooting, installation, retrofit, maintenance, independent verification and validation for new concept, in-development, or in-service diver and diver life support systems. **(CDRL A003)**.

Support shall consist of system electrical, mechanical, chemical, computer, safety, and biomedical engineering disciplines to enhance the performance, capabilities, safety and life support of divers and diving life support systems as follows:

- 3.1.3.1 The contractor shall develop biomedical engineering solutions and research protocols for programs enhancing diver safety, life support systems, and thermal protection in unique military operational environments.
 - 3.1.3.2 The contractor shall provide support services in the theory and measurement of heat transfer between man and stressful thermal environments, thermal conductance, heat balance, and regional heat distribution in man.
 - 3.1.3.3 The contractor shall provide support services to operate and maintain a state-of-the-art gas analysis laboratory with minimal supervision. Provide support services in conducting Mass Spectrometry (MS), Gas Chromatography (GC), Flame Ionization Detection (FID), and Thermal Conductivity Detection (TCD) utilized in materials, atmospheric gas, and diver breathing gas analysis is required.
 - 3.1.3.4 The contractor shall conduct literature searches and assist in planning research protocols; selecting, develop, and implement necessary instrumentation; collect, organize, input and analyze data gathered from research protocols; recruit and interview subjects for studies; operate equipment to conduct research protocols; oversee research support personnel at the tutorial level; and prepare manuscripts and reports of completed investigations for publication in scientific journals. In addition, the contractor must be capable of original and independent analysis research skills so that modifications of procedures may be performed as problems arise during the investigation.
- 3.1.4 The Government may require short notice surge requests. The notification for this requirement may only be 1 to 2 months.

3.2 Test and Evaluation Support

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

The Contractor shall:

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

measurement strategies and the design of data acquisition software structures.

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

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

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

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

- Systems and Equipment Developmental Testing
- Systems and Equipment Installation and Checkout
- System Qualification Test Support
- Evaluation of Candidate Systems
- Systems and Equipment Acceptance Testing
- Systems and Equipment Post Delivery Testing
- Systems and Equipment Operational Testing
- Test Plan, Test Support Plan, and Test Procedure Development
- Design and Fabrication of Test Fixtures
- Design and Fabrication of Test Articles and Prototypes
- Ships and Craft Interface

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

3.3 Engineering, Logistics, and Technical Support

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

3.3.1 Certified Welding

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

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

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

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

3.3.2 Oxygen Clean Room Support

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

3.3.2.1 System oxygen cleaning and hydrostatic testing shall be performed by a NAVSEA approved cleaning facility that performs cleaning and hydrostatic testing processes. For oxygen cleaning, MIL-STD-1330D is required. For Diver Air Standard cleaning requirements, MIL-STD-16 is required. Cleaning certification documents will be provided for each component and subassembly repaired or replaced and tested within the Scope of Certification. **(CDRL A007)**

3.3.3 Machine Shop Support

The Contractor shall provide Computer Numeric Control (CNC) Machine support for limited production run, prototype, model making and first article metallic and non-metallic items required to support RDT& tasks and diving and life support system components. Fabrication support shall consist of repair and fabrication of plant mechanical system components in use at the Navy Experimental Diving Unit. The contractor shall operate four and five axis machine tools, including Tool Room Lathes, Tool Room mills, Vertical Machine Centers, and CNC lathes including automated attachments.

3.3.4 Electrician Support

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

3.3.5 Configuration Management Support

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

3.3.6 Reliability, Maintainability, and Availability Support

The contractor shall establish and maintain a reliability and maintainability (R&M) monitoring and assessment program that includes provisions for collection of R&M data. The contractor shall conduct engineering analyses of failures and provide the results to the Government. The contractor shall provide analyses to determine operational and maintenance performance measures; identify design and maintenance problems; and provide input to existing and/or future data repositories for use in determining future design and support requirements. **(CDRL A009)**

3.3.7 Engineering and Technical Support

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

3.3.8 Engineering and Technical Documentation Support

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

3.3.9 Computational Analysis Support

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

3.3.10 Supervisory Level General Engineering Support

Support services described in this section pertain to the NEDU systems, equipment, and apparatuses. None of these services shall pertain to the NEDU buildings, nor to any facilities maintenance.

The contractor shall analyze the planning, initiation, direction, technical management, and execution of various Navy diving systems' maintenance

and modernization programs. **(CDRL A009)**

Analysis must consider safety, technical suitability, current literature and research, cost, and managerial needs for each program. In conducting the analysis the contractor shall:

3.3.10.1 Develop, evaluate and/or recommend various maintenance, modernization, certification, and acquisition programs for NEDU diving systems, considering:

- Near term performance requirements
- Long term performance requirements
- Relevant operational needs
- Responsiveness to NEDU mission areas
- Rough Order of Magnitude (ROM)
- Technical requirements

3.3.10.2 Maintain awareness of evolving diving technology and how it might be deployed to expand or improve Fleet operational mission capabilities.

3.3.10.3 Provide technical review of the design, fabrication and modification of mechanical apparatuses and electrical instrumentation for scientific and biomedical research studies.

3.3.10.4 Provide recommendations for the most efficient use of technical expertise and resources in hyperbaric systems and systems maintenance modernization and certification.

3.3.11 Drafting Support

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

3.4 Information Technology Support

3.4.1 Information Assurance Support

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

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

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

3.4.2 Certification and Accreditation (C&A) Assessment Support

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

The Contractor shall meet the applicable IA certification requirements:

- a) DOD-approved IA workforce certifications appropriate for each category and level as listed in the current version of DOD 8570.01-M
- b) Appropriate operating system certification for IA technical positions as required by DOD 8570.01-M.
- c) Upon request by the Government, the Contractor shall provide documentation supporting the IA certification status of personnel performing functions.

- d) Contractor personnel who do not have proper and current certifications shall be denied access to DOD IS for the purpose of performing functions.

3.4.3 C&A Documentation Support

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

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

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

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

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

3.4.4 C&A Auditing Support

The Contractor shall verify that each information system at NEDU is in compliance with current C&A requirements. **(CDRL A012)**

This task involves updating the C&A Packages in the current approved format and developing the documentation addressing the following:

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

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

3.5 Program Support Services

3.5.1 Administrative Support

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

- (a) Create, format, enter data, and revise Excel and similar spreadsheets and database programs. Compose, draft, type, proof, edit, mail in accordance with the Navy correspondence manual style; utilize word processor and perform all aspects of Microsoft Office® suite and Microcomputer based programs.
- (b) Prepare process, coordinate and track various project documents and task records. Assemble data and prepare documents; request add from relevant personnel and activities when needed.
- (c) Prepare and edit manuscripts (text, tables, references, graphs and illustrations) drafted by command staff by placing drafts in proper file submission to technical and scientific journals in accordance with published instructions to authors; execute desk-top publishing program and archive all publication correspondence.
- (d) Recommend new procedures and draft accompanying instructions for Government approval when applicable. Provide administrative test planning documentation preparation, technical report and technical memorandum preparation, and peer-reviewed professional journal preparation ensuring documents meet established standards.
- (e) Provide telecommunication support, to include messaging.
- (f) Schedule and maintain various calendars, and
- (g) Proof and edit reports, and presentations to ensure files are properly routed.

- (h) Convert signed reports into pdf and file.
- (i) Provide administrative support for command briefings.

3.5.2 Technical Editor Support

The contractor shall review text written on technical topics, identifying usage errors and ensuring adherence to ANSI Z39.18-1995 standards. Services shall consist of the correction of grammatical mistakes, misspellings, mistyping, incorrect punctuation, inconsistencies in usage, poorly structured sentences, wrong scientific terms, wrong units and dimensions, inconsistency in significant figures, technical ambivalence, technical disambiguation, statements conflicting with general scientific knowledge, correction of synopsis, content, index, headings and subheadings, correcting data and chart presentation in a research paper or report, and correcting errors in citations. **(CDRL A013)**

3.5.3 Institutional Review Board (IRB) Support

The contractor shall provide administrative assistance to the IRB Chair to review day-to-day operations of the NEDU Institutional Review Board to include: providing specialized advice to IRB chair, collecting and reviewing scientific research protocols for compliance with federal regulations related to the protection of human research subjects, keeping minutes, interacting with digital record keeping systems, maintaining both paper and digital records. This position requires strong computer and Internet research skills, flexibility, excellent interpersonal skills, project coordination experience, and the ability to work well with all levels of internal management and staff, and outside stakeholders. Sensitivity to confidential information is required. **(CDRL A013)**

3.5.4 Special Operation Forces (SOF) Project Support

The contractor shall provide support to conduct laboratory or field research projects related to terrestrial, surface craft, submersible craft, air operations, weapons, Arms, Ammunition and Explosive (AA&E) Program and diving operations for projects that are in direct response to requirements and tasking from multiple sponsors/customers in the SOF community. The contractor will support NEDU in identifying, developing and executing SOF, EOD and diving requirements, and expedite delivery of final products to the operational community regardless of the emergent or non-emergent nature of the tasking. **(CDRL A013)**

3.6 Contracting Officer's Management Report

The below Electronic Cost Reporting and Financial Tracking (eCRAFT) reporting is not required at this time. The below reporting is included because it is anticipated that sometime during the period of performance of this contract/order it will be required as indicated by a modification to this contract/order. Contractor status reports shall be submitted monthly until the modification implementing eCRAFT is issued - then Contractor status reports shall be submitted as specified below. **(CDRL A016)**

- 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 in the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) 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 existing or potential problem areas.
- c) The Contractor's Funds and Man-hour Expenditure Report reports Contractor expenditures for labor, materials, travel, subcontractor usage, 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: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWCNewport/Partnerships/Commercial-Contracts/Information-eCRAFT/eCRAFTinformation>. The eCRAFT e-mail address for report submission is: Ecra:ft.nuwc.npt.fct@navy.mil. 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 reports on the same day and for the same timeframe the Contractor submits an invoice in iRAPT. The amount shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

3.7 Quality Assurance

The Contractor shall provide and maintain a Quality Management System (QMS) that meets the requirements of ISO 9001:2015. The Contractor shall submit a Quality Assurance Program Plan (QAPP) to the COR within 30 days after award that documents the quality system procedures,

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

3.8 Safety and Health Program

The Contractor shall document and implement a Safety Program for all non-office related work performed under this Task Order. The Contractor shall describe or reference in a Safety Plan the methods that will be used to identify and apply safety and hazard control. The Safety Plan shall list the industry safety standards or specifications that are the sources of safety requirements with which the Contractor is required to comply and any others the Contractor intends to use. The Safety Plan shall address:

- Equipment Operation, Transport, Handling, Assembly and Storage
- Equipment Test and checkout
- Equipment fabrication, modification, test and inspection
- Emergency operations
- General safety and fire requirements not covered above
- 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. The Contractor shall conduct all non-office functions in accordance with the approved Safety Plan. The requirements of this order may require Contractor personnel to come in contact or be exposed to hazardous conditions. The Contractor shall abide by all applicable federal, state, and local occupational safety and health requirements. The Contractor shall ensure employees have appropriate Personal Protection Equipment (PPE) and that all employees have all required training and certifications related to Occupational Safety and Health requirements. **(CDRL A015)**

3.9 Material 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 \$3,500 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.

3.10 Travel

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

- Tampa, FL
- Groton, CT
- Norfolk, VA
- Oahu, HI
- Seattle, WA

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

3.11 Navy Enterprise Resource Planning (NERP) Access

Contractor personnel assigned to perform program or project management 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). Items that must be completed prior to requesting a role for NERP include: Systems Authorization Access Request Navy (SAAR-N), DD Form 2875, Annual IA training certificate and Office of Personnel Management (OPM) Questionnaire for National Security Positions (Standard Form (SF) 86).

- (a) For directions on completing the SF86, the Contractor is instructed to consult with their company's Facility Security Officer (FSO). To maintain access to required systems, the Contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations.
- (b) All Contractor personnel requiring access to NERP require a Common Access Card (CAC). The Contractor shall be responsible to ensure employees that require CAC are processed in a timely manner. The COR will assign a Trusted Agent (TA) and sponsor to support the Facility Security Officer (FSO) in navigating the process to obtain Common Access Cards (CAC) through the Trusted Associate Sponsor System (TASS). The Contractor shall use Section J, Exhibit C - TASS FAQ Applicant.pdf - for additional information. Additional information on the process for Contractors requiring a CAC can be found at: <http://www.cac.mil/common-access-card/getting-your-cac/for-contractors>

3.12 Overtime

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

4.0 GOVERNMENT FURNISHED INFORMATION (GFI)

NSWC PCD will provide relevant program management documentation as that information becomes available. The Contractor shall return all GFI to NSWC PCD at contract completion.

5.0 DELIVERABLES

All data deliveries shall be in accordance with the schedule as specified in the attached Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A.

6.0 SECURITY

This task is UNCLASSIFIED.

6.1 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.

6.2 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 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 DoN Central Adjudication Facility.

6.3 Minimum Protection Requirements for Controlled Unclassified Information

Security classification guides and unclassified limited documents (e.g., For Official Use Only (FOUO), 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.

6.4 For Official use Only (FOUO)

FOUO 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. FOUO must be marked, controlled and safeguarded in accordance with DoDM 5200.01, Vol. 4, DoD Information Security Program: Controlled Unclassified Information (CUI), February 24, 2012

6.5 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.

6.5.1 Information Safeguards

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

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

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

- a. Do not process unclassified DoD information on publically available computers (e.g., those available for use by the general public in kiosks 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 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) blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or 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, grant 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.

6.6 Operations Security

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

Critical information includes information regarding:

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

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

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

7.0 DISTRIBUTION LIMITATION STATEMENT

Technical information generated under this task order shall carry the following distribution statement on the cover and title page (if any).

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND DOD CONTRACTORS ONLY; ADMINISTRATIVE/OPERATIONAL USE; (DATE). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO COMMANDING OFFICER, NAVY EXPERIMENTAL DIVE UNIT, 321 BULLFINCH ROAD, PANAMA CITY, FLORIDA 32407-

DESTRUCTION NOTICE- FOR CLASSIFIED DOCUMENTS, FOLLOW PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT.

8.0 RELEASE OF INFORMATION

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

b. All technical data provided to the contractor by the Government will be protected from public disclosure in accordance with the markings

contained thereon. All other information relating to the items to be delivered or services to be performed under this task order may not be disclosed by any means without prior approval of the appropriate NSWC PCD authority. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific paper 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.

9.0 PERFORMANCE BASED REQUIREMENTS

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

Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)
PWS Paragraph 3.1.1 Integrative Human Physiology Research Support	<p>Support the development, coordination and execution of unmanned and manned physiological experimentation</p> <p>Perform expert peer review analysis and written critiques of research performed at NEDU.</p> <p>Perform research data collection, entry and analysis using specialized statistical, graphing and physiological software.</p>	<p>Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.</p>	<p>100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.</p>
PWS Paragraph 3.1.2 Decompression Research Support	<p>Create, execute, and analyze results of RDT&E programs in the fields of hyperbaric and diving physiology, oxygen toxicity, diver thermal protection, and life support for manned underwater activities.</p> <p>Produce operable computer programs</p> <p>Develop statistical models of decompression sickness incidence and time of occurrence.</p> <p>Support the development of new software and the integration of existing software</p> <p>Identify and support the acquisition of the necessary hardware and programming tools.</p> <p>Plan and conduct of man-dive protocols.</p> <p>Coordinate with other scientists, technicians, support personnel, and Fleet sponsors in the conduct of research.</p> <p>Prepare reports, both oral and written, describing results</p>	<p>Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.</p>	<p>100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.</p>
PWS Paragraph 3.1.3 Biomedical Engineering Support	<p>Provide biomedical engineering and technical support consisting of design, analysis, troubleshooting, installation, retrofit, maintenance, independent verification and validation for new concept, in-development, or in-service diver and diver life support systems.</p>	<p>Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.</p>	<p>100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.</p>

Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)
<p>PWS Paragraph 3.2</p> <p>Test and Evaluation Support</p>	<p>Provide support to gather, examine, and interpret information from various sources to develop approaches to T&E related tasking.</p> <p>Provide support for the safe planning and conduct of test events, support system analyses, generate test documentation (including test plans, test logs, mission summaries, quick look test reports, and detailed final test reports).</p> <p>Provide system prototyping and development support, and daily updated test schedules for development and testing phases.</p>	<p>Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.</p>	<p>100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.</p>
<p>PWS Paragraph 3.3</p> <p>Engineering, Logistics, and Technical Support</p>	<p>Provide Oxygen Clean Room, Machine Shop, and R&M support.</p> <p>Provide intensive 3D modeling and related support for finite Element Analysis (FEA) methods in the areas of structural, thermal, and computation fluid dynamic (CFD) analysis.</p> <p>Create and review engineering drawings to include: mechanical piping, electrical schematics as well as detailed fabrication drawings for machined parts.</p>	<p>Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.</p>	<p>100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.</p>
<p>PWS Paragraph 3.4.1</p> <p>Information Assurance Support</p>	<p>Ensure all NEDU RDT&E information systems are secure and compliant with applicable Federal, DOD, and Navy requirements. Contractor personnel performing IA functions must meet certification and security background check requirements as detailed in the DON Cybersecurity Information Technology and Cybersecurity Workforce Management and Qualification Manual (SECNAV M-5239.2, June 2016).</p>	<p>Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules. Compliant 100% of the time.</p>	<p>Compliant 100% of the time.</p>
<p>PWS Paragraph 3.4.2</p> <p>Certification and Accreditation Assessment Support</p>	<p>Monitor and implement C&A process changes.</p> <p>Ensure that personnel accessing IS have the proper and current IA certification to perform IA functions in accordance with DOD 8570.01-M, Information Assurance Workforce Improvement Program or current applicable policy.</p> <p>Ensure that all Controlled Access Areas are in compliance with Navy and DOD regulations.</p>	<p>Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules. Compliant 100% of the time.</p>	<p>Compliant 100% of the time.</p>

Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)
<p>PWS Paragraph 3.4.3</p> <p>C&A Documentation Support</p>	<p>Convert existing C&A documentation and supporting material to the current approved C&A package format.</p> <p>Develop all required C&A documentation and supporting materials in the current required format.</p> <p>Validate that C&A packages are compliant with current DOD, DON and NAVSEA requirements to obtain Approval to Operate (ATO) for each system.</p> <p>Prepare documentation to deliver to the appropriate Designated Approval Authority (DAA) for C&A determination via the Command Information Assurance Manager (IAM).</p>	<p>Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.</p>	<p>100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.</p>
<p>PWS Paragraph 3.5.1</p> <p>Administrative Support</p>	<p>Conduct production activities including scheduling, data entry, monitoring and improving production procedures, receive and review input and output data;</p> <p>Maintain and revise various NEDU project tracking lists. Maintain NEDU project records and source data.</p> <p>Prepare and maintain documentation, procedures and methods, including user manuals, reference manuals, etc. Maintain a current internal documentation library.</p> <p>Create, format, enter data, and revise Excel and similar spreadsheets and database programs. Compose, draft, type, proof, edit, mail and archive in accordance with the Navy correspondence manual style; utilize word processor and perform all aspects of Microsoft Office® suite and other Microcomputer based programs.</p>	<p>Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.</p>	<p>100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.</p>
<p>PWS Paragraph 3.5.2</p> <p>Technical Editor Support</p>	<p>Review text written on technical topics, identifying usage errors and ensuring adherence to ANSI Z39.18-1995 standards.</p>	<p>Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.</p>	<p>100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.</p>
<p>PWS Paragraph 3.5.3</p> <p>Institutional Review Board (IRB) Support</p>	<p>Provide administrative assistance to the IRB Chair to review day-to-day operations of the NEDU Institutional Review Board to include: providing specialized advice to IRB chair, collecting and reviewing scientific research protocols for compliance with federal regulations related to the protection of human research subjects, keeping minutes, interacting with digital record keeping systems, maintaining both paper and digital records.</p>	<p>Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.</p>	<p>100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.</p>

Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)
PWS Paragraph 3.5.4 Special Operation Forces (SOF) Project Support	Conduct laboratory or field research projects related to terrestrial, surface craft, submersible craft, air operations, weapons, Arms, Ammunition and Explosive (AA&E) Program and diving operations. Support NEDU in identifying, developing and executing SOF, EOD and diving requirements, and expedite delivery of final products to the operational community.	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.

10.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING (ECMR)

The Contractor shall report Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (I
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The Contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

11.0 GOVERNMENT/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 contract 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 prominent 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, a 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 control 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 C under other NSWC PCD contracts, or become a part of the Government organization.
- (3) Be used in administration or supervision of Government procurement activities.

(4) 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 on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Government.

(2) Rules, regulations, directives and requirements that are issued by the U.S. Navy and NSWC PCD under its responsibility for good order and 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 a non-personal services contract.

(e) Inapplicability of Employee Benefits: This contract 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 contract are not subject to the Federal income tax withholdings.

(2) Payments by the Government under this contract 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 contract.

(4) The contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(f) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract 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 will respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In response to the notice, 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 estimate the time by which it should be furnished by the Contractor and the date.

12.0 SUBCONTRACTOR/CONSULTANTS

(a) In addition to the information required by FAR 52.244-2 in the contractor's basic Seaport-e contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing agreement. These requirements apply to all subcontracts/consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section H of the Task Order:

(1) A copy of the proposed sub-contractors cost or price proposal.

(2) The results of negotiations to incorporate rate caps no higher than the lower of (i) Seaport-e rate caps for the prime contractor, or in the event the proposed subcontractor is also a Seaport-e prime, (ii) rate caps that are no higher than the subcontractor's prime Seaport-e contract rate caps.

(3) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these firms or consultants could not be obtained by subcontracts or consulting agreements with the prime contractor.

(b) As required by FAR 15.404-3(b) the contractor shall conduct an appropriate cost or price analysis and include the results of this analysis with each request to add a subcontractor or consultant.

(c) T&M pricing agreements require an accounting system rating of adequate. In these instances, the contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed Seaport-e limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, the contractor shall also identify specific additional surveillance/controls to be employed by the prime contractor to ensure that efficient performance methods are being employed.

13.0 PROTECTION OF HUMAN SUBJECTS

13.1 Definitions. As used in this clause:

- (a) Assurance of compliance means a written assurance that a institution will comply with requirements of 32 CFR Part 219, as well as the the assurance, which the Human Research Protection Official determines to be appropriate for the research supported by the Department of Defense (DoD) component (32 CFR 219.103).
- (b) Human Research Protection Official (HRPO) means the individual designated by the head of the applicable DoD component and identified in the component's Human Research Protection Management Plan as the official who is responsible for the oversight and execution of the requirements of this clause, although some DoD components may use a different title for this position.
- (c) Human subject means a living individual about whom an investigator (whether professional or student) conducting research obtains data through intervention or interaction with the individual, or identifiable private information (32 CFR 219.102(f)). For example, this could include human organs, tissue, and body fluids from individually identifiable living human subjects as well as graphic, written, or recorded information derived from individually identifiable living human subjects.
- (d) Institution means any public or private entity or agency (32 CFR 219.102(b)).
- (e) Institutional Review Board (IRB) means a board established for the purposes expressed in 32 CFR Part 219 (32 CFR 219.102(g)).
- (f) IRB approval means the determination of the IRB that the research has been reviewed and may be conducted at an institution within the constraints set forth by the IRB and by other institutional and Federal requirements (32 CFR 219.102(h)).
- (g) Research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute generalizable knowledge. Activities that meet this definition constitute research for purposes of 32 CFR Part 219, whether or not they are conducted or supported under a program that is considered research for other purposes. For example, some demonstration and service projects may include research activities (32 CFR 219.102(d)).

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

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

(a) The Contractor furnishes to the HRPO, with a copy to the Contracting Officer, an assurance of compliance and IRB approval notification from the Contracting Officer that the HRPO has approved the assurance as appropriate for the research under the Statute and also that the HRPO has reviewed the protocol and accepted the IRB approval for compliance with the DoD component policies. The Contractor may furnish evidence of an existing assurance of compliance for acceptance by the HRPO, if an appropriate assurance has been approved in connection with previous research. The Contractor shall notify the Contracting Officer immediately of any suspension or terminations of the assurance.

(b) The Contractor furnishes to the HRPO, with a copy to the Contracting Officer, a determination that the human research project meets exemption criteria in 32 CFR 219.101(b) and receives written notification from the Contracting Officer that the exemption is determined to be acceptable. The determination shall include citation of the exemption category under 32 CFR 219.101(b) and a rationale statement. In the event of a disagreement regarding the Contractor's furnished exemption determination, the HRPO retains final judgment on what research classes of research are covered or are exempt under the contract.

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

13.5 Failure of the Contractor to comply with the requirements of this clause will result in the issuance of a stop-work order under Federal Acquisition Regulation 48.101-11.

Regulation clause 52.242-15 to immediately suspend, in whole or in part, work and further payment under this contract, or will result in issuance of suspension of work and further payment for as long as determined necessary at the discretion of the Contracting Officer.

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

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(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 and/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) (1) 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 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) 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 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.

(3) 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 (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) 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.

(f) 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.

(g) Notwithstanding paragraph (f) 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.

(h) 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.

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

- (j) 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.
- (k) 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.
- (l) 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.
- (m) 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.
- (n) Compliance with this requirement is a material requirement of this contract.
- (End of Text)

Section D - Packaging and Marking

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

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) task order number
- (4) sponsor: (Name of Individual Sponsor, Name of Requiring Activity, City and State)

(End of Text)

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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)

HQE-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

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

(End of Text)

HQE-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item(s) 7000-9009 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

HQ E-2-0004 COST OF QUALITY DATA (NAVSEA) (MAY 1995)

Cost of Quality Data: The contractor shall maintain and use quality cost data as a management element of the quality program. The specific quality cost data to be maintained and used will be determined by the contractor. These data shall, on request, be identified and made available for "on site" review by the Government representative.

(End of Text)

HQ E-2-0008 INSPECTION AND TEST RECORDS (NAVSEA) (MAY 1995)

Inspection and Test Records: 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.

(End of Text)

HQ E-2-0015 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (SEP 2009)

The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2008 Quality Management Systems 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 require of subcontractors a quality management system achieving control of the quality of the services and/or supplies provided. 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)

Contractor Performance Assessment Reporting System (CPARS)

Contractor performance under this task order will be evaluated annually utilizing the Contractor Performance Assessment Reporting System (CPARS). The Contractor may obtain more information regarding the CPARS process at: <https://www.cpars.gov/>.

Section F - Deliveries or Performance

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

Item(s)			Period of Performance	
CLIN	Period	Description	From	To
7000	Base Year	Labor	Award Date	12 months thereafter*
9000	Base Year	ODC - Travel	Award Date	12 months thereafter*
9005	Base Year	ODC - Material	Award Date	12 months thereafter*
7001	Option 1	Labor	Exercise of Option	12 months thereafter*
9001	Option 1	ODC - Travel	Exercise of Option	12 months thereafter*
9006	Option 1	ODC - Material	Exercise of Option	12 months thereafter*
7002	Option 2	Labor	Exercise of Option	12 months thereafter*
9002	Option 2	ODC - Travel	Exercise of Option	12 months thereafter*
9007	Option 2	ODC - Material	Exercise of Option	12 months thereafter*
7003	Option 3	Labor	Exercise of Option	12 months thereafter*
9003	Option 3	ODC - Travel	Exercise of Option	12 months thereafter*
9008	Option 3	ODC - Material	Exercise of Option	12 months thereafter*
7004	Option 4	Labor	Exercise of Option	12 months thereafter*
9004	Option 4	ODC - Travel	Exercise of Option	12 months thereafter*
9009	Option 4	ODC - Material	Exercise of Option	12 months thereafter*

*Estimated, if exercised.

(End of Text)

HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

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:

7000	11/08/2017 - 09/17/2018
7001	09/18/2018 - 09/17/2019
7002	09/18/2019 - 09/17/2020
7003	09/18/2020 - 09/17/2021
9000	11/08/2017 - 09/17/2018
9001	09/18/2018 - 09/17/2019
9002	09/18/2019 - 09/17/2020
9003	09/18/2020 - 09/17/2021
9005	11/08/2017 - 09/17/2018
9006	09/18/2018 - 09/17/2019

9007

09/18/2019 - 09/17/2020

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

7004

09/18/2021 - 09/17/2022

9004

09/18/2021 - 09/17/2022

9008

09/18/2020 - 09/17/2021

9009

09/18/2021 - 09/17/2022

Section G - Contract Administration Data

GOVERNMENT CONTRACT ADMINISTRATION POINTS OF CONTACT:

Procurement Contracting Officer

Kashfia McBride
110 Vernon Ave
Panama City, FL 32407-7001
850-896-6934
kashfia.mcbride@navy.mil

Contract Specialist

Samuel Küntz
110 Vernon Ave
Panama City, FL 32407-7001
850-896-5723
samuel.kuntz@navy.mil

Ombudsman

Gerald Sorrell
110 Vernon Ave
Panama City, FL 32407-7001
850-235-5328
Gerald.Sorrell@navy.mil

Contracting Officer Representative

LT Christopher D. Rodeheffer
Naval Experimental Diving Unit
321 Bullfinch Rd.
Panama City, FL 32407-7001
850-230-3205
christopher.d.rodeheffer.mil@us.navy.mil

Defense Contract Management Agency (DCMA)

To be determined at time of award.

Defense Finance and Accounting Services (DFAS)

To be determined at time of award.

(End of Text)

252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(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.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by 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.acquisition.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 homepage 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 must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) Document type. The Contractor shall use the following document type(s).
Cost Voucher
 - (2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting of
Destination
 - (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

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD
Issue By DoDAAC	N61331
Admin DoDAAC	S0107A
Inspect By DoDAAC	N/A
Ship To Code	N61331 (invoice purposes only)
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N61331
Service Acceptor (DoDAAC)	N61331
Accept at Other DoDAAC	N/A
LPO DoDAAC	(Leave Blank)
DCAA Auditor DoDAAC	HAA815
Other DoDAAC(s)	N/A

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
 - (5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF document is submitted in the system.
- (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.

NSWC PCD WAWF Point of Contact (POC): Janet.Stone@navy.mil and Brian.W.Young@navy.mil. Please send an e-mail to both POCs.

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

The Contractor points of contact for this Task Order are as follows:

(End of Text)

HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (APR 2015)

(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 technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, 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 TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, 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 maybe encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(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 CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

Accounting Data

Accounting Data

Section H - Special Contract Requirements

5252.202-9101 ADDITIONAL DEFINITIONS (May 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

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

(b) 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.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION – All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(End of Text)

5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (May 2010)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **149,800** total man-hours of direct labor, including 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 above, it is estimated that **zero** 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 above 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 **573** hours per week. It is understood and agreed that the rate of man-hours per month 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 paragraph.

(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 above 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, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work 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 such written approval 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 paragraph (a) above 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, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), 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 DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this 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. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost under run; (5) 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 and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The Contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

(End of Text)

5252.237-9106 SUBSTITUTION OF PERSONNEL (Sep 1990)

(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.

(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; and (3) 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.

(End of Text)

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

(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)

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. 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), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

CPFF/CPIF/Cost Only

ITEM	ALLOTED TO COST	ALLOTED TO FEE	EST. POP THROUGH
7000			
7001			
7002			
7003			
9000			
9001			
9002			
9003			
9006			
9007			

(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) CLINs/SLINs N/A are fully funded and performance under these CLINs/SLINs 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.

Section I - Contract Clauses

All terms and conditions, including clauses, in the NAVSEA Seaport Multiple Award Contract (MAC) 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 2011)
 52.219-14, Limitations on Subcontracting (Jan 2017)
 52.222-17 Non-displacement of Qualified Workers (Jan 2013)
 52.222-41 Service Contract Labor Standards (May 2014)
 52.224-2 Privacy Act
 52.227-11 Patent Rights -- Ownership by the Contractor (May 2014)
 52.227-13 Patent Rights -- Ownership by the Government (Dec 2007)
 252.227-7038 Patent Rights—Ownership by the Contractor (Large Business)(June 2012)
 52.232-20 Limitation of Cost (Apr 1984)
 52.232-22 Limitation of Funds (Apr 1984)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA Variation) (APR 2015)

- (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	
7001	Option 1	Labor	No later than 12 months after task order award date
9001	Option 1	ODC - Travel	No later than 12 months after task order award date
9006	Option 1	ODC - Material	No later than 12 months after task order award date
7002	Option 2	Labor	No later than 24 months after task order award date
9002	Option 2	ODC - Travel	No later than 24 months after task order award date
9007	Option 2	ODC - Material	No later than 24 months after task order award date
7003	Option 3	Labor	No later than 36 months after task order award date
9003	Option 3	ODC - Travel	No later than 36 months after task order award date
9008	Option 3	ODC - Material	No later than 36 months after task order award date
7004	Option 4	Labor	No later than 48 months after task order award date
9004	Option 4	ODC - Travel	No later than 48 months after task order award date
9009	Option 4	ODC - Material	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", (NAVSEA5252.216-9122), if the total man hours 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 man hours 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 \$0* or the overtime premium is paid for work --
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that 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 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 multi-shift operations or by employing additional personnel.

* 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 (Oct 2010)

(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 1 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 same 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 objective 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: To be completed at time of award.

(End of Clause)

252.235-7004 Protection of Human Subjects (Jul 2009)

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

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

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

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

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

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

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

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

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

regulations.

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

(1) The Contractor furnishes to the HRPO, with a copy to the Contracting Officer, an assurance of compliance and IRB approval and receives notification from the Contracting Officer that the HRPO has approved the assurance as appropriate for the research under the Statement of Work and also that the HF has reviewed the protocol and accepted the IRB approval for compliance with the DoD component policies. The Contractor may furnish evidence of an existing assurance of compliance for acceptance by the HRPO, if an appropriate assurance has been approved in connection with previous research. The Contractor shall notify the Contracting Officer immediately of any suspensions or terminations of the assurance.

(2) The Contractor furnishes to the HRPO, with a copy to the Contracting Officer, a determination that the human research proposed meets exemption criteria in 32 CFR 219.101(b) and receives written notification from the Contracting Officer that the exemption is determined acceptable. The determination shall include citation of the exemption category under 32 CFR 219.101(b) and a rationale statement. In the event of a disagreement regarding the Contractor's furnished exemption determination, the HRPO retains final judgment on what research activities or classes of research are covered or are exempt under the contract.

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

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

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

(End of Clause)

252.239-7001 Information Assurance Contractor Training and Certification.

INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION

(JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

- (1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M
- (2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

Section J - List of Attachments

Attachment #	Title	Pages	Date
1	Desired Key Personnel	1	N/A
2	Data Item Description DI-MGMT-81991	4	1/19/2016

Exhibits	Title	Pages	Date
A	Contract Data Requirements List (CDRLs)	12	5/17/2017

Attachment Number	File Name	Description
	DI_MGMT_81991.pdf	Exhibit B - Contract Status Report
	J1_Key-Personnel-Requirements._RFP.docx	Attachment_J.1_Key Personnel
	CDRLs.pdf	Exhibit A - Contract Data Requirements List