

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**1. CONTRACT ID CODE  
UPAGE OF PAGES  
1 22. AMENDMENT/MODIFICATION NO.  
P000023. EFFECTIVE DATE  
27-Nov-20184. REQUISITION/PURCHASE REQ. NO.  
13007545015. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N66604

7. ADMINISTERED BY (If other than Item 6)

CODE

S0701A

NUWC, NEWPORT DIVISION  
1176 Howell Street, Building 1258  
Newport RI 02841-1708

DCMA HARTFORD  
130 DARLIN STREET  
EAST HARTFORD CT 06108-3234

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

SCIENCE APPLICATIONS INTERNATIONAL CORP  
12010 Sunset Hills Road  
Reston VA 20190

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4119 / N6660418F3013

10B. DATED (SEE ITEM 13)

14-Aug-2018

CAGE CODE  
6XWA8

FACILITY CODE

**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 one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT 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 telegram or letter, provided each telegram or letter 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 NO. AS DESCRIBED IN ITEM 14.**

(\*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ]

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[X] D. OTHER (Specify type of modification and authority)  
UNILATERAL: FAR 52.232-22 'Limitation of Funds'

E. IMPORTANT: Contractor [X] 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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

27-Nov-2018

NSN 7540-01-152-8070

30-105

**STANDARD FORM 30** (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA  
FAR (48 CFR) 53.243

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## **GENERAL INFORMATION**

**Distribution:** KR, 0121, DFAS-HQ0337, 854/W. Thorp, 8542/G. Cyr

**NUWCDIVNPT Control #:** 190487

**NUWCDIVNPT Requisition #:** 1300754501

**NUWCDIVNPT POC:** [REDACTED]

**This modification incorporates by reference Technical Instruction(s):** TI-04

**The purpose of this modification is to provide additional funding.**

### **SECTION B -**

1. Establish new Priced SLIN 7101AD.
2. Shift ceiling and hours from CLIN 7100 to newly established Priced SLIN 7101AD.

### **SECTION F -**

1. The Period of Performance for SLINs 7101AD is established by this modification.

### **SECTION G -**

Accounting and Appropriation Data LLA: (AD/7101AD) is added by this modification.

As a result of this modification, the total funds obligated is increased from \$240,000.00 by \$10,000.00 to \$250,000.00

**All other task order terms and conditions remain unchanged.**

**The conformed Task order is contained in the SeaPort-e Portal and EDA.**

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

7000 CPFF engineering services in accordance with the Statement of Work (See Section C). \$0.00

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	BASE YEAR LABOR; SCN,OPN,RDTE,RDDA Estimated Cost, Fixed Fee, and Hours associated with Priced SLINs under Informational CLIN 7101 (Fund Type - TBD)					\$4,083,280.20
7101		Priced SLINs associated with holding CLIN 7100					\$211,000.00
7101AA	R499	AA \$71,000.00 (FY of Funding: 2018, Type of Money: OPN, Customer Code: 854, Sponsor: PMS415, TI-001) (OPN)					\$71,000.00
7101AB	R425	AB \$120,000.00 (FY of funding: 2018, Type of money: OPN, Customer Code: 854, Sponsor: PMS415, TI-02) (OPN)					\$120,000.00
7101AC	R425	AC \$10,000.00 (FY of funding: 2018, Type of money: OPN, Customer Code: 854, Sponsor: PMS415, TI-003) (OPN)					\$10,000.00
7101AD	R425	AD \$10,000.00 (FY of funding: 2018, Type of money: RDT&E, Customer Code: 854, Sponsor: PEO (USC) PMS420, TI-04) (RDT&E)					\$10,000.00
7200	R425	OPTION 1 LABOR; SCN,OPN,RDTE,RDDA Estimated Cost, Fixed Fee, and Hours associated with Priced SLINs under Informational CLIN 7201 (Fund Type - TBD)  Option					\$4,328,110.35
7201		Priced SLINs associated with holding CLIN 7200					\$0.00
Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	R425	OPTION 2 LABOR; SCN,OPN,RDTE,RDDA Estimated Cost, Fixed Fee, and Hours associated with Priced SLINs under Informational CLIN 7301 (Fund Type - TBD)  Option					\$4,372,972.91
7301		Priced SLINs associated with holding CLIN 7300					\$0.00

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R425	OPTION 3 LABOR; SCN,OPN,RDTE,RDDA Estimated Cost, Fixed Fee, and Hours associated with Priced SLINs under Informational CLIN 7401 (Fund Type - TBD)  Option					\$4,435,427.69
7401		Priced SLINs associated with holding CLIN 7400					\$0.00

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7500	R425	OPTION 4 LABOR; SCN,OPN,RDTE,RDDA Estimated Cost, Fixed Fee, and Hours associated with Priced SLINs under Informational CLIN 7501 (Fund Type - TBD)  Option					\$4,516,027.24
7501		Priced SLINs associated with holding CLIN 7500					\$0.00

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7999		Contract Data Requirements Lists (CDRLs) for 7000 Series CLINs; Not Separately Priced (NSP)	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000		Prime and Subcontractor Travel and Materials (with burdens, no fees)			\$0.00
9100	R425	BASE YEAR ODC; SCN,OPN,RDTE,RDDA Estimated Cost Only (Non-Fee Bearing)associated with Priced SLINs under Informational CLIN 9101 (Fund Type - TBD)	1.0	LO	\$2,395,463.72
9101		Priced SLINs associated with holding CLIN 9100			\$39,000.00
9101AA	R499	AA \$4,000.00 (FY of Funding: 2018, Type of Money: OPN, Customer Code: 854, Sponsor: PMS415, TI-001) (OPN)	1.0	LO	\$4,000.00
9101AB	R425	AB \$5,000.00 (FY of funding: 2018, Type of money: OPN, Customer Code: 854, Sponsor: PMS415, TI-02) (OPN)	1.0	LO	\$5,000.00
9101AC	R425	AC \$30,000.00 (FY of funding: 2018, Type of money: OPN, Customer Code: 854, Sponsor: PMS415, TI-003) (OPN)	1.0	LO	\$30,000.00
9200	R425	OPTION 1 ODC; SCN,OPN,RDTE Estimated Cost Only (Non-Fee Bearing)associated with Priced SLINs under Informational CLIN 9201 (Fund Type - TBD)	1.0	LO	\$2,429,930.27
		Option			
9201		Priced SLINs associated with holding CLIN 9200			\$0.00
9300	R425	OPTION 2 ODC; SCN,OPN,RDTE,RDDA Estimated Cost Only (Non-Fee Bearing)associated with Priced SLINs under Informational CLIN 9301 (Fund Type - TBD)	1.0	LO	\$2,425,396.82
		Option			
9301		Priced SLINs associated with holding CLIN 9300			\$0.00
9400	R425	OPTION 3 ODC; SCN,OPN,RDTE,RDDA Estimated Cost Only (Non-Fee Bearing)associated with Priced SLINs under Informational CLIN 9401 (Fund Type - TBD)	1.0	LO	\$2,423,130.09
		Option			
9401		Priced SLINs associated with holding CLIN 9400			\$0.00
9500	R425	OPTION 4 ODC; SCN,OPN,RDTE,RDDA Estimated Cost Only (Non-Fee Bearing)associated with Priced SLINs under Informational CLIN 9501 (Fund Type - TBD)	1.0	LO	\$2,420,863.37
		Option			
9501		Priced SLINs associated with holding CLIN 9500			\$0.00

### FEE TABLE (JUL 2012)

Labor CLINs/ SLINs	Fee Rate Per Hour
7100 & 7101 Total Priced SLINs	██████
7200 & 7201 Total Priced SLINs	██████
7300 & 7301 Total Priced SLINs	██████
7400 & 7401 Total Priced SLINs	██████
7500 & 7501 Total Priced SLINs	██████

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

**The following Clauses are incorporated by Full Text:**

**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.

**HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE (NAVSEA)**

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.

**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.

**HQ B-2-0020 TRAVEL COSTS – ALTERNATE I (NAVSEA) (APR 2015)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by DCAA.

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

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

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

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

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

This entire contract is cost type with the following CLIN types:

7100 - 7500 - Cost Reimbursement (CPFF)

7999 - Not Separately Price (NSP)

9100 - 9500 - Cost Reimbursement (Cost Only)

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

#### 1.0 BACKGROUND

The Undersea Defense and Intelligence Support Systems Division (Code 854) at the Naval Undersea Warfare Center Division Newport (NUWCDIVNPT) serves as lead technical agency for Surface Ship Torpedo Defense (SSTD) systems including the AN/SLQ-25 Torpedo Countermeasures Transmitting Set (commonly known as "Nixie"), EX 2 Torpedo Warning System (TWS), AN/SLQ-61 Light Weight Tow (LWT) Torpedo Defense System, emergent SSTD technologies such as the Concept C Future Naval Capability (FNC) system, and intelligence projects that guide upgrades to the SSTD systems. Code 854 is tasked by the Undersea Warfare Systems Program Office (PEO-SUB PMS415), Littoral Combat Ship Mission Modules Integration Program Office (PEO-LCS PMS420), Office of Naval Research (ONR), and Office of Naval Intelligence (ONI) to perform system engineering, and design, fabricate, integrate, test, and analyze new and existing SSTD systems.

NUWCDIVNPT Code 854's primary duties include: requirements development, SSTD engineering support through modernization of existing systems, conceptualization of new systems, designing and prototyping hardware and software for new systems, evaluating potential new or upgraded systems, fielding new systems, platform integration, and system integration.

Testing for the above systems may take place at any of the following locations: Surface Ship Torpedo Defense Laboratory at NUWCDIVNPT, other land based test facilities including, but not limited to the Acoustic Test Facility, Open Tank Facility, Narragansett Bay Test Facility, Weapons Analysis Facility located at NUWCDIVNPT, and at NUWCDIVNPT's test facility at Seneca Lake. Testing may also be performed at-sea using Government-provided platforms including, but not limited to, commissioned naval ships and range crafts.

#### 2.0 SCOPE

The Contractor shall provide services and material to perform the tasks detailed in Section 4.0. Tasking shall be in support of SSTD systems including the AN/SLQ-25 Nixie, EX 2 TWS, AN/SLQ-61 LWT Torpedo Defense System, and emergent SSTD technologies including, the Concept C FNC. Services shall include: system engineering, hardware and software design and fabrication, ship integration, test and data analysis, Cybersecurity, and project earned value management. Technical Instructions (TIs) will be issued for specific tasking.

Funding appropriations shall include: RDT&E, RDDA, OPN and SCN.

Place of performance shall primarily be in Newport RI, however other anticipated places of performance are: Washington DC; Seneca Lake, NY; Wake Forest, NC; Keyport, WA; Autec Bahamas and Vancouver BC.

Work to be performed is within the parameters of the Seaport-e basic contract paragraphs 3.1-3.15.

#### 3.0 APPLICABLE DOCUMENTS

Applicable Documents that relate to the work performed under this contract are listed below. Additional Applicable Documents may be provided at the TI level as required.

Number	Title	SOW Task
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3.1	TWS System Spec	4.1,4.2,4.3,4.4,4.5
3.2	ADC Mode 2 System Performance Spec	4.1,4.2,4.3,4.4,4.5
3.3	ONR FNC System Engineering Plan (SEP)	4.1, 4.2, 4.3, 4.4, 4.5, 4.6
3.4	ONR S&T Program Functional Requirements Document	4.1, 4.2, 4.3, 4.4, 4.5
3.5	ONR S&T Integration and Demonstration Master Plan	4.1, 4.2, 4.3, 4.4, 4.5
3.6	MIL-STD-882E Standard Practice for System Safety	4.1, 4.2, 4.3, 4.4
3.7	NUWC DIVNPTINST 5100.7H, Systems Safety Requirements	4.1, 4.2, 4.3, 4.4
3.8	Concept C applicable engineering documents, specifications, and drawings	4.1, 4.2, 4.3, 4.4, 4.5
3.9	Concept C applicable design review materials	4.1, 4.2, 4.3, 4.4, 4.5
3.10	Concept C applicable test plans and procedures drawings	4.3, 4.4
3.11	AN/SLQ-25C Installation Control Drawing	4.1.3, 4.1.6, 4.2.3, 4.3.1, 4.3.2, 4.3.3, 4.3.4, 4.3.5
3.12	AN/SLQ-25(V) Prime Item Performance Specification	4.1.1, 4.1.3, 4.1.5, 4.1.6, 4.1.7, 4.2.3, 4.2.5, 4.2.7, 4.2.8, 4.2.9, 4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.4.5, 4.5.1
3.13	AN/SLQ-25(V) Transmitter Cabinet Critical Item Performance Specification	4.1.1, 4.1.3, 4.1.5, 4.1.6, 4.1.7, 4.2.3, 4.2.5, 4.2.7, 4.2.8, 4.2.9, 4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.4.5, 4.5.1
3.14	AN/SLQ-25(V) Remote Control Unit Critical Item Performance Specification	4.1.1, 4.1.3, 4.1.5, 4.1.6, 4.1.7, 4.2.3, 4.2.5, 4.2.7, 4.2.8, 4.2.9, 4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.4.5, 4.5.1

3.15	AN/SLQ-25(V) Towed Body Critical Item Performance Specification	4.1.1, 4.1.3, 4.1.5, 4.1.6, 4.1.7, 4.2.3, 4.2.5, 4.2.7, 4.2.8, 4.2.9, 4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.4.5, 4.5.1
3.16	AN/SLQ-25(V) RL-272C Double Drum Winch Critical Item Performance Specification	4.1.1, 4.1.3, 4.1.5, 4.1.6, 4.1.7, 4.2.3, 4.2.5, 4.2.7, 4.2.8, 4.2.9, 4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.4.5, 4.5.1
3.17	AN/SLQ-25(V) Deck Handling Equipment Critical Item Performance Specification	4.1.1, 4.1.3, 4.1.5, 4.1.6, 4.1.7, 4.2.3, 4.2.5, 4.2.7, 4.2.8, 4.2.9, 4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.4.5, 4.5.1
3.18	AN/SLQ-25(V) Littoral Fiber Optic Tow Cable Critical Item Performance Specification	4.1.1, 4.1.3, 4.1.5, 4.1.6, 4.1.7, 4.2.3, 4.2.5, 4.2.7, 4.2.8, 4.2.9, 4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.4.5, 4.5.1
3.19	Surface Ship Torpedo Defense Control, Countermeasure A, and Countermeasure B Hardware Abstraction Layer Software Requirements Specification For The AN/SLQ-25(V) Torpedo Countermeasure Transmitting Set	4.1.1, 4.1.3, 4.1.5, 4.1.6, 4.1.7, 4.2.3, 4.2.5, 4.2.7, 4.2.8, 4.2.9, 4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.4.5, 4.5.1
3.20	SE376-AA-MMO-010 Torpedo Countermeasure Transmitting Set AN/SLQ-25C System Operations and Maintenance Manual	4.1.3, 4.1.6, 4.2.3, 4.3.1, 4.3.2, 4.3.3, 4.3.4, 4.3.5
3.21	SE376-AB-MMO-010 Torpedo Countermeasure Transmitting Set AN/SLQ-25C Electronic Console/Remote Control Unit Operations and Maintenance Manual	4.1.3, 4.1.6, 4.2.3, 4.3.1, 4.3.2, 4.3.3, 4.3.4, 4.3.5
3.22	SE376-AC-MMO-010 Torpedo Countermeasure Transmitting Set AN/SLQ-25C Mechanical Handling and Towed Equipment Operation and Maintenance Manual	4.1.3, 4.1.6, 4.2.3, 4.3.1, 4.3.2, 4.3.3, 4.3.4, 4.3.5
3.23	Department of Defense (DoD) Technology Readiness Assessment (TRA) Guidance, ASD (R&E), April 2011, Revised 13 May 2011	4.1, 4.4, 4.6
3.24	NUWC Division Newport Risk Management Concept of Operations (CONOPS), dated 25 July, 2011	4.1, 4.6

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3.25	Systems Engineering Plan Outline, OPR-ODASD (Systems Engineering), dated 20 APR 2011	4.1, 4.6
3.26	NUWCDIVNPTINST 5100.7H, Systems Safety Requirements, dated 26 November 2013	4.1
3.27	NUWC Division Newport Code 85 Systems Engineering Manual, dated 18 February 2015	4.1, 4.6
3.28	EC SHD-FY14-02, Technology Transition Agreement Level B, dated 24 April 2015	4.1, 4.6
3.29	S&T Project Inventory Tracking Standard Operating Procedure	4.2 4.3, 4.4
3.30	Defense Acquisition Guide, Chapter 13, Program Protection Plan	4.1, 4.5, 4.6
3.31	Program Protection Plan Outline and Guidance, Version 1.0, July 2011	4.1, 4.5, 4.6
3.32	MIL-STD-882E Standard Practice for System Safety	4.1
3.33	MIL-STD-810F Department of Defense Test Method Standard for Environmental Engineering Considerations and Laboratory Tests	4.1, 4.2, 4.4
3.34	MIL-STD-881C Work Breakdown Structures for Defense Materiel Items	4.1, 4.6
3.35	MIL-STD-31000A DEPARTMENT OF DEFENSE STANDARD PRACTICE: TECHNICAL DATA PACKAGES (26-FEB-2013)	4.1, 4.2, 4.3
3.36	DOD 8570.01M Information Assurance Workforce Improvement Program	4.4, 4.5, 4.6
3.37	29 CFR 1910.1200, Hazard Communication	4.6
3.38	ATTDS Interface Requirements Document (Phase I)	4.1,4.2,4.3,4.4,4.5

3.39	ATTDS CONOPS	4.1,4.2,4.3,4.4
3.40	ATTDS Torpedo Detection Classification Localization (TDCL) Performance Specification	4.1,4.2,4.3,4.4
3.41	ATTDS System Engineering Plan (SEP)	4.1
3.42	Undersea Defensive Warfare Systems (PMS-415) Configuration Management Plan	4.1,4.2,4.3,4.4
3.43	TWS System Safety Plan	4.1
3.44	OPNAVINST S5513.3B (141) Security Guidelines	4.1,4.2,4.3,4.4, 4.6
3.45	DoD Directive 5200.39 DoD Directive on Critical Program Information (CPI) Protection Within the Department of Defense	4.1, 4.5, 4.6
3.46	DoD Instruction 8500.01, Cybersecurity	4.1, 4.5, 4.6
3.47	DoD Instruction 8500.02, Information Assurance (IA) Implementation	4.2.8
3.48	Security Requirements Traceability Matrix (SRTM)	4.2.8
3.49	DoD Instruction 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT)	4.2.8
3.50	SECNAV M-5239.20, Cyberspace Information Technology and Cybersecurity Workforce Management and Qualification Manual	4.5
3.51	DoD Directive 8140.0, Cyberspace Workforce Management	4.5
3.52	SECNAV Instruction 5239.20, Department of the Navy Cybersecurity/Information Assurance Workforce Management, Oversight and Compliance	4.5

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3.53	SECNAV M-5239.2, DON IA Workforce Management Manual	4.5
3.54	OPNAVINST 5513.3C, SCG ID# 03-171, AN/SLQ-25, AN/SLQ-25A, AN/SLQ-25C and AN/SLQ-25() Torpedo Countermeasures (NIXIE)	4.1, 4.2, 4.3, 4.4, 4.5, 4.6
3.55	OPNAVINST 5513.3C, SCG ID# 03-142, "AN/SLQ-25 and AN/SLQ-25A and AN/SLQ-25C and AN/SLQ-25() Torpedo Countermeasures (NIXIE)" - Supplement (SECRET)	4.1, 4.2, 4.3, 4.4, 4.5, 4.6
3.56	Security Classification Guidelines for the AN/SLQ-61 Light Weight Tow Torpedo Countermeasure and Concept C Programs	4.1, 4.2, 4.3, 4.4, 4.5, 4.6
3.57	NUWC8542-SLQ61-13-001 System/Subsystem Specification (SSS) for the Littoral Combat Ship Flight 0+ ASW Mission Package, Annex A, Ship Self Defense Towed Torpedo-Countermeasure	4.1.1, 4.1.3, 4.1.4, 4.1.6, 4.1.7, 4.1.8, 4.1.9, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.7, 4.2.8, 4.2.9, 4.3.1, 4.3.2, 4.3.3, 4.3.4, 4.3.5, 4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.4.5
3.58	NUWC8542-SLQ61-14-002 AN/SLQ-61 Light Weight Tow Torpedo Countermeasure System Interface Design Description for the Torpedo Defense Control Computer and Torpedo Defense Towed Body	4.1.1, 4.1.3, 4.1.4,, 4.1.8, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.7, 4.2.8, 4.2.9
3.59	NUWC8542-SLQ61-14-003 AN/SLQ-61 Light Weight Tow Torpedo Countermeasure System Interface Design Description for the Torpedo Defense Control Computer Interface Design Description for the Torpedo Defense System Software to Torpedo Defense Winch System CSCI	4.1.1, 4.1.3, 4.1.4, 4.1.6, 4.1.8, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.7, 4.2.8, 4.2.9, 4.3.1, 4.3.2, 4.3.3, 4.3.4, 4.3.5
3.60	NUWC8542-SLQ61-14-004 AN/SLQ-61 Light Weight Tow Torpedo Countermeasure Engineering Development Model (EDM) -2 Tow Cable Specification	4.1.1, 4.1.3, 4.1.4, 4.1.6, 4.1.7, 4.2.1, 4.2.2, 4.2.3, 4.2.5, 4.2.7, 4.2.8, 4.2.9, 4.3.1, 4.3.2, 4.3.3, 4.3.4, 4.3.5
3.61	NUWC8542-SLQ61-14-005 LWT Towed Body-Tow Cable Termination ICD	4.1.1, 4.1.3, 4.1.4, 4.1.6, 4.1.8, 4.2.1, 4.2.2, 4.2.3,

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		4.2.5, 4.2.7, 4.2.8, 4.2.9
3.62	NUWC8542-SLQ61-14-006 Towed Multi-Function Torpedo Countermeasure Specification	4.1.1, 4.1.3, 4.1.4, 4.1.6, 4.1.7, 4.1.8, 4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.4.5
3.63	NUWC8542-SLQ61-14-007 AN/SLQ-61 Light Weight Tow Torpedo Countermeasure Software Development Plan	4.2.4
3.64	NUWC8542-SLQ61-14-008 AN/SLQ-61 Light Weight Tow Torpedo Countermeasure System Engineering Development Model (EDM-2) Requirements Specification for the Electronics Enclosure	4.1.1, 4.1.3, 4.1.4, 4.1.6, 4.1.8, 4.2.1, 4.2.2, 4.2.3, 4.2.5, 4.2.7, 4.2.8, 4.2.9, 4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.4.5
3.65	NUWC8542-SLQ61-15-004 Electronics Enclosure Physical Requirements Specification for EDM-2	4.1.1, 4.1.3, 4.1.4, 4.1.6, 4.2.1, 4.2.2, 4.2.3, 4.2.5, 4.2.7, 4.2.8, 4.2.9, 4.3.1, 4.3.2, 4.3.3, 4.3.4, 4.3.5
3.66	NUWC8542-SLQ61-15-006 AN/SLQ-61 Lightweight Tow Torpedo Countermeasure Littoral Combat Ship Integration Requirements	4.1.1, 4.1.3, 4.1.4, 4.1.6, 4.1.7, 4.1.8, 4.1.9, 4.3.1, 4.3.2, 4.3.3, 4.3.4, 4.3.5, 4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.4.5
3.67	NUWC8542-SLQ61-16-015 Performance Specification for the Littoral Combat Ship (LCS) Ship Self Defense Towed Torpedo Countermeasure Function	4.1.1, 4.1.3, 4.1.4, 4.1.6, 4.1.7, 4.1.8, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.7, 4.2.8, 4.2.9, 4.3.1, 4.3.2, 4.3.3, 4.3.4, 4.3.5, 4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.4.5

#### 4.0 REQUIREMENTS

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Since tasks are system specific Applicable Documents (Section 3.0) and GFI (Section 6.0) will be identified in Technical Instructions (TI). For all tasks herein, the Contractor shall fully disclose all hardware, software, and firmware design and implementation information. The Contractor shall deliver all Contract Data Requirements List (CDRL) and documentation electronically in its native file formats such that it is modifiable at the Government's discretion using the original design tools. The use of Contractor proprietary designs or components shall require written Government approval prior to use by the contractor. The use of licensed software or hardware designs, requiring fees, shall require written Government approval prior to use by the Contractor.

The Contractor shall use Non-Developmental Items (NDI), such as Commercial Off the Shelf (COTS) subsystems, and open systems architectures to the maximum extent possible. New or special purpose subsystems shall only be considered if the Government concurs that NDI or COTS are not available, or are not capable of meeting requirements, or are not cost effective.

The Government will take ownership of all designs, systems, and subsystems and associated documentation.

#### **4.1 SYSTEM ENGINEERING**

##### **4.1.1 System Specifications**

The contractor shall generate SSTD system specifications from operational requirements. The contractor shall map system specifications to operational requirements. The contractor shall generate system interface specifications with other systems.

**Deliverables:** The contractor shall deliver all Subsystem Requirements/Specifications in accordance with CDRL A002.

##### **4.1.2 Subsystem Specifications**

The contractor shall generate SSTD subsystem specifications from system specifications. The contractor shall map subsystem specifications to the system level. The contractor shall generate hardware and software interface specifications among subsystems.

**Deliverables:** The contractor shall deliver all Subsystem Requirements/Specifications in accordance with CDRL A002.

##### **4.1.3 Configuration Management**

The contractor shall develop a configuration management plan. The contractor shall maintain a record of system and subsystem contractor changes, tracking change status, and maintaining a record of system and subsystem baseline changes. The contractor shall implement all configuration hardware, firmware, software, and documentation changes.

**Deliverables:** The contractor shall deliver the Configuration Management Plans in accordance with CDRL A003.

##### **4.1.4 Technical Documentation**

Using GFI provided in Technical Instructions, the contractor shall prepare, modify, review, edit and update all related technical documentation including plans, procedures, guidelines, drawings, manuals, technical reports, functional descriptions, fleet briefing and training materials, presentation data, and action item tracking.

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**Deliverables:** The contractor shall deliver all System Engineering (SE) Technical Documents in accordance with CDRL A001; Briefing, Presentation and Training Materials in accordance with CDRL A004; System Engineering Management Plans (SEMP) in accordance with CDRL A009; Test Procedures in accordance with CDRL A00A; Integrated Logistics Support Plan (ILSP) in accordance with CDRL A00B; SE Action Item Reports in accordance with CDRL A00C; SE Report in accordance with CDRL A00D; and Trip/Travel Reports in accordance with CDRL A00F.

#### **4.1.5 System Engineering Technical Reviews (SETRs)**

The contractor shall plan, conduct and/or participate in formal and informal SETRs and provide SSTD program assessments and recommendations.

**Deliverables:** The contractor shall deliver all Technical Reports in accordance with CDRL A001; Presentation, briefs and agendas in accordance with CDRL A004; and Post SETR meeting minutes to include action items in accordance with CDRL A00C.

#### **4.1.6 SSTD Program Management Reviews (PMR)**

The contractor shall support Government SSTD PMR events to report on and gather information pertaining to systems engineering status, issues, and resolutions. The contractor shall provide presentation materials, generate action items lists, and provide action items status.

**Deliverables:** The contractor shall deliver all PMR Presentation Materials in accordance with CDRL A004; PMR Action Reports in accordance with CDRL A00C; and SER Reports in accordance with CDRL A00D.

#### **4.1.7 System Integration Analysis**

The contractor shall conduct mechanical, electrical, software, and integration analysis in preparation for SSTD system test platform integration.

**Deliverables:** The contractor shall deliver Technical reports in accordance with CDRL A001; and SSTD Platform Integration Presentation in accordance with CDRL A004.

#### **4.1.8 Modeling and Simulation (M&S) Studies**

The contractor shall generate, integrate, and test SSTD system models; perform simulation studies and analyses for SSTD systems. Models shall include active and passive sonar, signal processing, and propagation; towed system hydrodynamics; ship wake characteristics; ship and submarine hull and noise models; and environmental models. The contractor shall update technical reports as performance data becomes available.

**Deliverables:** The contractor shall deliver all Technical Documents in accordance with CDRL A001; and Presentation Material in accordance with CDRL A004.

#### **4.1.9 Modeling and Simulation and Stimulation Systems**

The contractor shall design, fabricate, and test SSTD Simulation and Stimulation (SIM and STIM) hardware and software. SIM and STIM hardware and software is intended for use throughout development and verification of SSTD systems. The contractor shall update technical reports as performance data changes or becomes available.



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**Deliverables:** The contractor shall deliver SE M&S System Technical Reports in accordance with CDRL A001; SIM/STIM SSDD Reports in accordance with CDRL A002; SIM and STIM Design Drawings/Models and Associated Lists in accordance with CDRL A006; Test Procedures in accordance with CDRL A00A; Software Requirements Specification in accordance with CDRL A00K; Software Design Description in accordance with A00G; Software Version Document in accordance with CDRL A00L; Interface Control Documents in accordance with CDRL A00J; and Software Development Plans in accordance with CDRL A00M.

All Hardware in accordance with CDRL A00X; and Software in accordance with CDRL A008.

#### **4.1.10 System Safety**

The contractor shall conduct safety analysis and hazard identification for incorporation into Systems Safety requirements in design, test plans and procedures. The contractor shall generate and maintain a repository of this system safety data including hazard analyses and reports for SSTD systems.

**Deliverables:** The contractor shall deliver all Technical Reports in accordance with CDRL A001; and Contractor's Management report in accordance with CDRL A003; Presentation Materials in accordance with CDRL A004; Test Plans in accordance with CDRL A005, System Safety Hazard Analysis Reports in accordance with CDRL A007, Safety Assessments in accordance with CDRL A008; and Meeting Minute Reports of in accordance with CDRL A00C.

#### **4.1.11 Risk Assessment**

The contractor shall conduct risk assessments and provide associated risk management reports. The contractor shall provide guidance on Risk Assessment matters and advise the project team of project risks.

**Deliverables:** The contractor shall deliver all Technical Reports in accordance with CDRL A001; Risk Assessment Reports in accordance with CDRL A00N; and Risk Management Status report in accordance with CDRL A00P.

### **4.2 HARDWARE AND SOFTWARE DESIGN AND FABRICATION**

#### **4.2.1. System/Subsystem Preliminary Design**

The contractor shall submit preliminary designs and fabricate hardware and software systems and/or subsystems models to assess alternative systems or subsystems in accordance with applicable documents. The contractor shall allocate functional and interface requirements to configuration items and propose verification criteria required to demonstrate achievement of specified characteristics. The contractor shall conduct and participate in Preliminary Design Reviews (PDRs) and identify the allocated functional and interface requirements baseline for configuration management control.

**Deliverables:** The contractor shall deliver Technical Reports in accordance with CDRL A001; Preliminary SSDD in accordance with CDRL A002; Presentation Material in accordance with CDRL A004; Engineering Models and Performance Analysis Reports in accordance with CDRL A006; ICD in accordance with CDRL A00J; Requirements Allocation Documentation in accordance with CDRL A00K; Software Version Document in accordance with CDRL A00L; and SDP in accordance with CDRL A00M.

#### **4.2.2. System/Subsystem Critical Design**

The contractor shall submit system and/or subsystem critical designs, generate engineering models, and perform analyses to assess alternative systems or subsystems. The contractor shall identify and document the product baseline and provide a detailed design for fabrication including all product form, fit, functional, and interface characteristics along with the characteristics to be tested. The contractor shall

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participate in system/subsystem Critical Design Reviews (CDRs) and identify the product baseline for configuration management control.

**Deliverables:** The contractor shall deliver Technical Reports in accordance with CDRL A001; Critical SSDD in accordance with CDRL A002; Presentation Material in accordance with CDRL A004; Software Product Specification in accordance with CDRL A00H; Allocation Documentation in accordance with CDRL A00K; Software Version Document in accordance with CDRL A00L.

#### **4.2.3. Hardware Fabrication**

The contractor shall fabricate and test developmental and prototype subsystem assemblies in accordance with Government specifications. The contractor shall assemble fabricated subsystems into a system. Additionally, the contractor shall fabricate and qualify unique one-of-a-kind piece parts, fixtures, and assemblies for use in design verification and testing. The contractor shall maintain piece part inventories and track, monitor, collect quality assurance data, and provide manufacturing and fabrication quality reports.

The contractor shall compile a Technical Data Plan (TDP) for the above tasks which shall include: conceptualization of mechanical designs for structures, mechanisms, and housings; determining layouts, configurations, arrangements, dimensions, and tolerances of mechanisms, components, instrumentation, and assemblies. The contractor shall conduct planning for the design, development, and fabrication processes, along with related test plans, test support, and systems integration actions and include a Bill of Materials (BOM).

**Deliverables:** The contractor shall deliver all Technical Reports in accordance with CDRL A001; Contractor's Management Plans in accordance with CDRL A003; Presentation Material in accordance with CDRL A004; Test Plan in accordance with CDRL A005; and Fabrication Test Procedures in accordance with CDRL A00A.

**Hardware Deliverable:** System subassemblies and associated support hardware.

#### **4.2.4. Software (Including Firmware) Development**

The contractor shall develop, debug, test and manage software. This includes the design, coding, and unit testing, component integration testing, and Computer Software Configuration Item (CSCI) level testing for software. The contractor shall develop a software testing approach in a Software Test Plan (STP). The contractor shall document the software with a Software Design and Description (SDD), Interface Design Description (IDD), and Software Version Description (SVD). The contractor shall implement software metrics to provide visibility into the software development progress. The contractor shall implement a configuration management process in order to track software deficiencies via problem reports. The contractor shall define, manage, track, and verify computer resources (hardware/software) and reserve capacity requirements for memory, throughput, I/O, and networking.

**Deliverables:** The contractor shall deliver all Technical Reports in accordance with CDRL A001; Software SSDD in accordance with CDRL A002; Contractor's Configuration Management Plan in accordance with CDRL A003; Presentation Material in accordance with CDRL A004; Test Plan in accordance with CDRL A005; and Fabrication Test Procedures in accordance with CDRL A00A. Software Design Description in accordance with CDRL A00G; Software Product Specification in accordance with A00H; Interface Control Documents in accordance with CDRL A00J; Software Requirements Specification in accordance with CDRL A00K; Software Version Document in accordance with CDRL A00L; and all Software Development Plans in accordance with CDRL A00M.

**Software Deliverable:** CSCI and associated software.

#### **4.2.5. Subsystem Integration and Test**

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The contractor shall integrate and test assemblies and subsystems. Testing includes, but is not limited to acoustic, mechanical, electrical, optical, hydrodynamic experimental, functional and qualification testing. The contractor shall establish test, integration, and qualification requirements for performance, functional and environmental assessments. The contractor shall generate test plans and procedures for integration and test activities at NUWCDIVNPT or other NUWCDIVNPT designated facilities. The contractor shall perform integration and testing activities including, but not limited to, environmental stress, temperature, Electromagnetic Interference (EMI), shock and vibration as specified in technical instruction. The contractor shall document the results of component, assembly, and subsystem level testing. The contractor shall design, fabricate, assemble, test, and maintain specialized equipment to support the integration and test activity.

**Deliverables:** The contractor shall deliver all Technical Reports in accordance with CDRL A001; presentation Material in accordance with CDRL A004; Test Report in accordance with CDRL A005; DWG/Models/Lists in accordance with CDR A006; Test Procedures in accordance with CDRL A00A; and Trip Reports in accordance with CDRL A00F.

#### **4.2.6. Position Orientation Module (POM) Control System Design and Fabrication**

The contractor shall perform design, analysis, simulation, test and evaluation of complex Position Orientation Module (POM) control systems for towed system stabilization. The contractor shall perform feasibility studies, hydrodynamic assessment, structures interactions, stability analysis, sensor and actuator trade studies and modeling, and subsystem performance evaluations. The contractor shall develop automated algorithms for tailored control. The effort shall include autonomy hardware (fault tolerant automated intelligent control and diagnostic components) for integration into real-time control systems. The autonomy hardware and software components should be developed or upgraded utilizing off-the-shelf or readily available development tools to the greatest degree possible. The contractor shall develop modeling and simulation (M&S) tools supporting the analysis, design, development, specification, and acquisition of attitude sensors and their attitude and state navigation algorithms. The contractor shall provide design data and technical expertise sufficient to specify, fabricate and evaluate the POM control system components. The contractor shall recommend modifications and/or additions to existing system designs, provide systems performance assessments, and document the design by a mix of computer and "hardware-in-the-loop" simulations to refine and verify actual flight parameters, including review of alternative design and implementation. The contractor shall ensure that POM control system hardware and software designs are compatible with systems requirements through a comprehensive system test program. The contractor shall provide test support for all phases of component, subsystem, and system integration and test activities.

**Deliverables:** The contractor shall deliver POM studies & analyses in accordance with CDRL A001; Software Development Plan in accordance with CDRL A00M; Interface Control Document in accordance with CDRL A00J; Presentation Material in accordance with CDRL A004; Hardware Drawings and Models in accordance with CDRL A006; POM SSDD in accordance with CDRL A002; Software Product Specification in accordance with CDRL A00H; Software Version Document in accordance with CDRL A00L; Safety Analysis Report in accordance with CDRL A008; POM integration & test procedures in accordance with CDRL A00A; POM test, inspection report in accordance with CDRL A005; and POM trip report in accordance with CDRL A00F. DWG/Models/Lists in accordance CDRL A006.

**Hardware & Support Hardware Deliverable:** System subassemblies and associated support hardware.

#### **Software & support software Deliverable**

##### **4.2.7 Anti-Tamper (AT)**

Prior to PDR, the contractor shall provide an initial AT Plan. The contractor shall identify AT design approaches and alternative implementations Prior to CDR, the contractor shall provide a final AT Plan for approval. At CDR, the contractor shall detail the AT implementations and provide an Evaluation Plan.

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The contractor shall ensure that all AT designs and associated documentation, including Critical program information (CPI), are marked in accordance with the applicable security classification guide.

**Deliverables:** The contractor shall deliver all Technical Reports in accordance with CDRL A001; Presentation Materials in accordance with CDRL A004; Test/Inspection Reports in accordance with CDRL A005; and Test Procedures in accordance with CDRL A00A.

#### **4.2.8 Quality Assurance**

The contractor shall implement hardware and software quality assurance processes. The contractor shall generate and maintain a Quality Assurance Plan (QAP) which details the subsystem and system level processes used to ensure hardware and/or software products are tested and validated in accordance with the systems engineering requirements decomposition. The QAP shall provide for quality audits, configuration audits, and qualification testing. Quality Assurance shall be flowed to vendors and subcontractors that deliver products under this task order.

**Deliverables:** The contractor shall deliver all Technical Reports in accordance with CDRL A001; Contractor's Configuration Management Plan in accordance with CDRL A003; Presentation Materials in accordance with CDRL A004; Test/Inspection Reports in accordance with CDRL A005; Test Procedures in accordance with CDRL A00A .Quality Assurance Provisions in accordance with CDRL A00E; and Configuration Audit Plan ion accordance with CDRL A00Q.

### **4.3 PLATFORM INTEGRATION**

#### **4.3.1 Concept Development**

The Contractor shall perform platform checks and evaluate drawings to identify over-boarding and handling system options and provide potential installation locations and associated cost estimates. The Contractor shall conduct an In-Progress Review for assessment of locations and over-boarding or handling system options to down-select the best candidate.

**Deliverables:** The contractor shall deliver all Technical Reports in accordance with CDRL A001; Presentation Material in accordance with CDRL A004; Design Drawings, Models and Associated Lists in accordance with CDRL A006; Meeting Minute Reports in accordance with CDRL A00C; and Trip Reports in accordance with CDRL A00F.

#### **4.3.2 Preliminary Design**

The Contractor shall generate the Functional Design of platform over-boarding or handling systems and document the design with drawing redlines; Is/Was Drawings; Is/Was Revision Notices; bill of materials; engineering design calculations; technical manual, training, operations, and maintenance document updates; ILS impacts; cost estimates; and test procedures. The contractor shall generate studies and analysis such as stability, structural, electrical, and others to support non-permanent installations. The contractor shall generate studies and analysis such as stability, structural, electrical, and others to support updates to permanent installations. The contractor shall develop designs for physical, mechanical, electrical, and optical interfaces to support installation of program equipment on the designated platforms. The contractor shall develop alteration records and installation documentation in accordance with platform process and procedures. The contractor shall first asses the over-boarding or handling system design by modeling, simulation, and analysis and then test a partial-scale model..

**Deliverables:** The contractor shall deliver all Technical Reports in accordance with CDRL A001; Presentation Material in accordance with CDRL A004; Design Drawings, Models and Associated Lists in accordance with CDRL A006; Safety Assessment Reports in accordance with CDRL A008; Meeting Minutes in accordance with CDRL A00C; Integrated Logistics Support Plan in accordance with CDRL A00B; Trip report in accordance with CDRL A00F; Interface Control Document in accordance with CDRL A00J; and Configuration Audit Plan in accordance with CDRL A00Q.

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### 4.3.3 Critical Design

The Contractor shall generate Detailed Design of platform over-boarding or handling systems and document the design with drawing redlines; Is/Was Drawings; Is/Was Revision Notices bill of materials; engineering design calculations; technical manual, training, operations, and maintenance document updates; ILS impacts; cost estimates; and test procedures. The contractor shall generate studies and analysis such as stability, structural, electrical, and others to support non-permanent installations. The contractor shall generate studies and analysis such as stability, structural, electrical, and others to support updates to permanent installations. The contractor shall develop designs for physical, mechanical, electrical, and optical interfaces to support installation of program equipment on the designated platforms. The contractor shall develop alteration records and installation documentation in accordance with platform process and procedures. The contractor shall first assess the over-boarding or handling system design by modeling, simulation, and analysis and then test a partial-scale model.

**Deliverables:** The contractor shall deliver all Technical Reports in accordance with CDRL A001; Presentation Material in accordance with CDRL A004; Test and Inspection Reports in accordance with CDRL A005; Design Drawings, Models and Associated Lists in accordance with CDRL A006; System Safety Hazard Analysis Reports in accordance with CDRL A007; Safety Assessment Reports in accordance with CDRL A008; Meeting Minutes in accordance with CDRL A00C; Integrated Logistics Support Plan in accordance with CDRL A00B; Trip report in accordance with CDRL A00F; Interface Control Document in accordance with CDRL A00J; and Configuration Audit Plan in accordance with CDRL A00Q.

Deliver a partial or full-scale model of over-boarding or handling system in accordance with Technical Data Package.

### 4.3.4 Fabrication

The contractor shall fabricate and test the over-boarding or handling systems for the SSTD systems. The contractor shall assemble the fabricated subsystems into a system. The contractor shall compile a Technical Data Package for the tasks performed.

**Deliverables:** The contractor shall deliver all Technical Reports in accordance with CDRL A001; Presentation Material in accordance with CDRL A004; Test and Inspection Reports in accordance with CDRL A005; Design Drawings, Models and Associated Lists in accordance with CDRL A006; Test Procedures in accordance with CDRL A00A; and Interface Control Document in accordance with CDRL A00J.

Deliver support, test equipment, and over-boarding or handling system in accordance with Technical Data package.

### 4.3.5 Platform Installation

The Contractor shall install the SSTD over-boarding or handling systems aboard designated platforms such as piers, barges, range craft, noncommissioned vessels, and commissioned navy ships.

**Deliverables:** The contractor shall deliver all Technical Reports in accordance with CDRL A001; Presentation Material in accordance with CDRL A004; Test and Inspection Reports in accordance with CDRL A005; Design Drawings, Models and Associated Lists in accordance with CDRL A006; Test Procedures in accordance with CDRL A00A; Trip Reports in accordance with CDRL A00F; and Interface Control Document in accordance with CDRL A00J.

## 4.4 TEST & DATA ANALYSIS

(Test locations will be specified in technical instructions).

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#### **4.4.1 Test Planning**

The contractor shall generate data analysis and test execution plans for subsystem and system testing at Government land-based test facilities or at sea. The contractor shall coordinate the availability of land-based test facilities and/or platform resources to support testing and schedule test events.

**Deliverables:** The contractor shall deliver all Technical Reports in accordance with CDRL A001; Presentation Material in accordance with CDRL A004; Test and Inspection Reports in accordance with CDRL A005; Meeting Minutes in accordance with CDRL A00C; and Trip Reports in accordance with CDRL A00F.

#### **4.4.2 Test Procedures**

In accordance with Government approved Test Plans, the contractor shall prepare and submit Test Procedures for all Surface Ship Torpedo Defense subsystem and system testing.

**Deliverables:** The contractor shall deliver all Technical Reports in accordance with CDRL A001; Presentation Material in accordance with CDRL A004; Test and Inspection Reports in accordance with CDRL A005; Test Procedures in accordance with CDRL A00A; Meeting Minutes in accordance with CDRL A00C; and Trip Reports in accordance with CDRL A00F.

#### **4.4.3 Test Readiness Reviews (TRR)**

The contractor shall participate in Test Readiness Reviews prior to laboratory, land-based, and at-sea test events. The contractor shall record and provide meeting minutes and action items after each Test Readiness Review and shall provide test overview presentations including risk analyses.

**Deliverables:** The contractor shall deliver all Technical Reports in accordance with CDRL A001; Presentation Material in accordance with CDRL A004; Meeting Minutes in accordance with CDRL A00C; and Trip Reports in accordance with CDRL A00F.

#### **4.4.4 Conduct Testing**

The contractor shall conduct subsystem and system laboratory testing in the Surface Ship Torpedo Defense Laboratory at NUWC Division Newport or at Government-provided land-based test facilities or at-sea. The contractor shall provide summaries of the testing and quick look reports.

**Deliverables:** The contractor shall deliver all Technical Reports in accordance with CDRL A001; Presentation Material in accordance with CDRL A004; Test Procedures in accordance with CDRL A00A; Meeting Minutes in accordance with CDRL A00C; and Trip Reports in accordance with CDRL A00F.

#### **4.4.5 Perform Test Analyses and Generate Reports**

The contractor shall analyze test data and generate test reports for laboratory, land-based, and at-sea test events.

**Deliverables:** The contractor shall deliver all Test Analysis Reports in accordance with CDRL A005.

### **4.5 CYBERSECURITY**

The contractor shall provide Cybersecurity functions and services for development, operation, management and enforcement of policies and implementation of security measures and procedures for Information Systems (IS) that are embedded in the SSTD systems and subsystems. The contractor shall

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ensure that Cybersecurity-related requirements are met for the SSTD systems or subsystems. Contractor personnel shall meet the Cybersecurity qualification requirements defined by SECNAV M-5239.20

#### **4.5.1 Design Requirements**

The contractor shall ensure the SSTD Information Systems (IS) designs shall comply with DoD 8500.1 and a tailored Security Requirements Traceability Matrix (SRTM) which will be provided with each applicable Technical Instruction, specifically weighing cost vs. effectiveness vs. acceptance of risk, per IA controls noted in DODI 8500.2. All classified information shall be processed using approved cybersecurity methods. The SSTD IS shall use core products developed by Department Information Systems Agency (DISA) and the Committee on Nations Security Systems (CNSS).

**Deliverables:** The contractor shall deliver all Cybersecurity Requirements in accordance with CDRL A002; SRTM in accordance with CDRL A002; Presentation Briefs in accordance with CDRL A004; Test Procedures in accordance with CDRL A00A; Cybersecurity Technical Reports in accordance with CDRL A00S; and Cybersecurity Implementation Studies in accordance CDRL A00S.

#### **4.5.2 Cybersecurity Implementation**

The contractor shall perform cybersecurity vulnerability management by applying IA vulnerability issuance patches, implementing Security Technical Information Guides (STIGS) and security checklists, and applying configuration changes in a timely manner and reporting their completion.

**Deliverables:** The contractor shall deliver all Test and Inspection Reports in accordance with CDRL A005; Test Procedures in accordance with CDRL A00A; Cybersecurity Technical Reports in accordance with CDRL A00S; and Cybersecurity Implementation Studies in accordance CDRL A00S.

#### **4.5.3 Cybersecurity Document Support**

The contractor shall support the Government in the development and maintenance of Certification and Accreditation documentation for SSTD Information Systems as well as all documentation required under the Risk Management Framework. Data products may include, but are not limited to: System Identification Profile, Implementation Plan, Verification/Validation Plan, Security Scorecard, IT Plan of Actions and Milestones, Platform Information Technology (PIT) Designation Request, PIT Risk Assessment (PRA) and/or Interim Authority to Test (IATT) Plan. The contractor shall review audit trails or system logs periodically and archive and maintain audit records. The contractor shall ensure the SSTD Information Systems (IS) meets requirements to achieve Authority to Operate (ATO). The Contractor shall prepare cybersecurity test procedures and perform Verification and Validation (V&V) of cybersecurity implementations, documenting all results.

**Deliverables:** The contractor shall deliver all other Cybersecurity Documentation in accordance with CDRL A00X.

### **5.0 PROGRESS REPORTS**

The contractor shall submit monthly Technical and Financial Progress Reports in accordance with Clause UW C 2-0001 , Cost and Performance Reporting.

### **6.0 GOVERNMENT FURNISHED INFORMATION**

Government furnished information applicable to the work that may be performed under this contract is listed below. Additional GFI may be provided at the TI level during the course of performance.

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Number	Title
6.1	Hardware Performance Specifications - Performance specifications for hardware components of the Prototype Engineering Model. Requirements shall include physical requirements, electrical characteristics, environmental requirements and design and construction requirements
6.2	Software Performance Specifications - High level performance requirements for all software to be developed as components of the Prototype Engineering Model.
6.3	TDCL Mission Package - Source code, and associated documentation (requirements and design specifications) for AN/SQQ-89 Functional Segments required for active acoustic processing, data fusion, classifier, data recording capability and other TDCL related Functional Segment software. TDCL Mission Package software previously provided by IWS 5 (PAFS/TRAFS, MFA, HPP, and SPPFS) is authorized for use in this effort.
6.4	Acoustic/Threat Data - Information to support DCLA algorithm development. This information may include documents and data sets containing threat or acoustic background information. Data is to be required within 30 days of request from the contractor.
6.5	At-Sea Test Plan Documentation – Test Plans for all at-sea test events. Test planning data shall include identification of scenarios, test events and roles and responsibilities.

## 7.0 QUALITY SURVEILLANCE AND PERFORMANCE STANDARDS

The government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, review of deliverables and a Quality Assurance Surveillance Plan (QASP).

The QASP sets forth the procedures and guidelines that the NUWC DIVNPT Quality Assurance Team will use to monitor and document contractor performance, identify any performance issues, communicate such issues to the contractor, document the contractor's response, and develop data to support periodic evaluations of the contractor's performance.

Contractor performance will also be evaluated in the areas of technical quality, responsiveness, timeliness and cost.

Technical quality will be evaluated against the performance standards defined in Performance Requirements Summary Table (Attachment #4).

Responsiveness will be evaluated based upon the Government's experience interacting with the contractor during performance.

Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance.

Cost will be evaluated based upon the contractor's ability to manage to the negotiated cost.

**The following Clauses are incorporated by Full Text:**

**CONTRACTOR MANPOWER REPORTING APPLICATION (ECRMA) LANGUAGE**



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The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Undersea Warfare Center Division, Newport, RI (N66604) 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 (D322) ONLY;
- (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>.

#### **HQ C-1-0001 DATA REQUIREMENTS (NAVSEA) (SEP 1992) - CLIN 7999**

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

#### **HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

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

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

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

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

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

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

**HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)**

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

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

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## HQ C-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (APR 2015)

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

(b) General Requirement - (1) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this contract is in compliance with appropriate baseline documentation. The Contractor shall prepare a Configuration Management Plan in accordance with the requirements of the contract for approval by the Government.

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

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

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

(e) Deviations and Waivers - In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Variance. DI-SESS-80640D approved 7 April 2015 and MIL-HDBK-61A of 7 Feb 2001 apply. The explanation of "need for deviation" should provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance or effect on ship equipment or system operation constraints. In a similar manner, a waiver shall document an "as built" configuration that departs from baseline documentation and should include any proposed corrections or

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modifications to better meet the intent of the baseline document.

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

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

(2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent, but without detailed supporting documentation and request the Contracting Officer's approval for expenditure of effort to complete the detailed supporting documentation. In the event the Contracting Officer denies this request, the Contractor will bear the cost of development of the "preliminary" document, and shall make no further effort to complete detailed supporting documentation.

(3) In the event the Contracting Officer approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.

(4) In the event the Contracting Officer requests in writing that the Contractor develop change documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.

(5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Contracting Officer, the cost of developing such documentation shall be incorporated in the contract modification that implements the change.

(6) Failure to agree to such equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "DISPUTES" (FAR 52.233-1).

(g) Any cost reduction proposal submitted pursuant to the clause entitled "VALUE ENGINEERING" (FAR 52.248-1) shall be submitted as a Code V Engineering Change Proposal (VECP). DI-SESS-80639D approved 7 April 2015 and MIL-HDBK-61A of 7 Feb 2001 apply. Information required by the "VALUE ENGINEERING" clause shall also be submitted as part of the change request.

**HQ C-2-0015 DATE/TIME PROCESSING REQUIREMENT--INFORMATIONTECHNOLOGY (NAVSEA) (SEP 2009)**

(a) All information technology (IT), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this requirement shall apply to those deliverables as a system.

(b) "Information Technology" or "IT," as used in this requirement, means "information technology" as that term is defined at FAR 2.101, and further including those items that would otherwise be excluded by paragraph (c) of that definition. "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including), but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial

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IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in any other warranty of this contract, or in the absence of any such warranty(ies), the remedies available to the Government under this requirement shall include those provided in the Inspection clause(s) of this contract. Nothing in this requirement shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) The remedies available to the Government for noncompliance with this requirement shall remain available for one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder).

**HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA)(SEP 2009)**

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

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

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

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

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

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**Note: Applicable to SOW Tasks 4.1 and 4.4 ONLY.**

(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

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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.

#### **HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)**

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements.

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All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

#### **HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)**

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

#### **HQ C-2-0065 SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA) (SEP 2012)**

(a) The contractor shall define a general Software Development Plan (SDP) appropriate for the computer software effort to be performed under this contract. The SDP shall, at a minimum:

(1) Define the contractor's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE Std. 12207:2008;

(2) Contain the information defined by ISO/IEC/IEEE 15289:2015, section 7.3 (generic content) and the Mapping of ISO/IEC 12207:2008 (IEEE Std. 12207:2008) Clauses to Information Items for Each Software Life Cycle Process in Table 2 of ISO/IEC/IEEE 15289:2015. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted;

(3) Identify the specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification;

(4) Document all processes applicable to the system to be acquired, including the Primary, Supporting, and Organizational life cycle processes as defined by IEEE Std. 12207:2008 as appropriate. Such processes shall be equivalent to those articulated by CMMI®;

(5) Include the content defined by all information items listed in Table 2 of ISO/IEC/IEEE 15289:2015, as appropriate for the system and be consistent with the processes proposed by the developers;

(6) Adhere to the characteristics defined in section 6.1 ISO/IEC/IEEE 15289:2015 as appropriate;

(7) Describe the overall life cycle and include primary, supporting, and organizational processes based on the work content of this contract;

(8) Be in accordance with the framework defined in IEEE Std. 12207:2008, including, but not limited to, defining the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks;

(9) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with 7.3 of ISO/IEC/IEEE 15289:2015, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.

(b) The SDP shall be delivered to the Government for concurrence under CDRL and shall not vary significantly from that proposed to the Government for evaluation for award. The contractor shall follow



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the Government concurred with SDP for all computer software to be developed or maintained under this effort. Any changes, modifications, additions or substitutions to the SDP also require prior Government concurrence.

#### **UW C-2-0001 COST AND PERFORMANCE REPORTING (FEB 2017)**

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contract Status Report on the day and for the same timeframe the contractor submits an invoice into the 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 of existing or potential problem areas.

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

(1) Access:

eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft/> under eCRAFT information. The eCRAFT e-mail address for report submission is: [Ecrafft.nuwc.npt.fct@navy.mil](mailto:Ecrafft.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 their reports on the same day and for the same timeframe the contractor submits an invoice in iRAPT. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

#### **UW C-2-0004 EXCEPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (APR 2016)**

(a) The Government has determined that this procurement is an exception to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194).

(b) Notwithstanding that an exception exists, the Contractor may furnish items or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

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## SECTION D PACKAGING AND MARKING

The following Clauses are incorporated by Full Text:

### HQ D-1-0001 PACKAGING OF DATA

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 2 dated 18 May 2016.

### 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) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor: \_\_\_\_\_

(Name of Individual Sponsor)

\_\_\_\_\_  
(Name of Requiring Activity)

\_\_\_\_\_  
(City and State)

### UW D-2-0002 PROHIBITED PACKING MATERIALS (MAR 2017)

The use of asbestos, excelsior, newspaper, or shredded paper (all types including waxed paper, computer paper, and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

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## **SECTION E INSPECTION AND ACCEPTANCE**

**The following Clauses are incorporated by Reference:**

**52.246-5 INSPECTION OF SERVICES – COST-REIMBURSEMENT (APR 1984)**

**252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)**

**The following Clauses are incorporated by Full Text:**

**HQ E-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.

**HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES**

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

**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.

**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.

**HQ E-2-0014 QUALITY IN SOFTWARE DEVELOPMENT AND PRODUCTION (NAVSEA) (MAY 1995)**

Quality in Software Development and Production: The contractor's software quality program shall be an integral part of the overall Quality Assurance Program. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the following categories:

- (a) All deliverable software
- (b) All deliverable software that is included as part of deliverable hardware or firmware.
- (c) Non deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).
- (d) Commercially available, reusable, or Government software designated as part of a deliverable item.

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## **HQ E-2-0015 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (APR 2017)**

Quality Management System Requirements. The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2015 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.

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## SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

7100	8/14/2018 - 8/13/2019
7101AA	8/14/2018 - 8/13/2019
7101AB	11/19/2018 - 8/13/2019
7101AC	11/19/2018 - 8/13/2019
7101AD	11/27/2018 - 8/13/2019
9100	8/14/2018 - 8/13/2019
9101AA	8/14/2018 - 8/13/2019
9101AB	11/19/2018 - 8/13/2019
9101AC	11/19/2018 - 8/13/2019

**The following Clauses are incorporated by Full Text:**

### 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:

CLIN	Funding Type	Base or Option #	Performance Period
7100 & 9100	SCN, OPN, RDT&E, RDDA	BASE	08/14/18 - 08/13/19
7200 & 9200	SCN, OPN, RDT&E, RDDA	Option 1	08/14/19 - 08/13/20*
7300 & 9300	SCN, OPN, RDT&E, RDDA	Option 2	08/14/20 - 08/13/21*
7400 & 9400	SCN, OPN, RDT&E, RDDA	Option 3	08/14/21 - 08/13/22*
7500 & 9500	SCN, OPN, RDT&E, RDDA	Option 4	08/14/22 - 08/13/23*

**\* If option is exercised**

NOTE: The option periods of performance are estimated and projected for planning purposes. However, if the option is not exercised prior to the beginning of the option's projected performance period as outlined in the schedule, upon receipt of funds, the contracting officer will bilaterally modify the schedule. The option's performance timeframe shall be adjusted to correlate to the time frame commensurate with the exercise of the option for a period not to exceed 12 months.

### 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.

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**HQ F-2-0004 F.O.B. DESTINATION (NAVSEA)(APR 2015)**

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34) in accordance with the Shipping Instruction Data, NAVSEA 4336/1, attached hereto.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price.

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

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## SECTION G CONTRACT ADMINISTRATION DATA

### NOTE TO THE PAYMENT OFFICE (MAY 2018) DFARS PGI 204.7108

The Payment Office shall ensure that each payment under this contract is made in accordance with the payment instructions at the following link: [https://www.acq.osd.mil/dpap/dars/pgi/pgi\\_htm/current/PGI204\\_71.htm#payment\\_instructions](https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions)

### 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 home page at <https://wawf.eb.mil/>

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

(f) *WAWF payment instructions.* The Contractor 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).  
7000 & 9000 series CLINs: **Cost Voucher**

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

**NOT APPLICABLE**

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(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\*

	7000 & 9000 Series CLINs
<b>Field Name in WAWF</b>	<b>Data to be entered in WAWF</b>
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N66604
Admin DoDAAC	S0701A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N66604
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	HAA50W
Other DoDAAC(s)	Not Applicable

(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 once a document is submitted in the system.

***gregory.cyr@navy.mil***

(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.

**JERRY PALMER at 401.832.4964 or *gerard.palmer@navy.mil* or**

**NAVSEA HQ WAWF Helpdesk at *WAWFHQ@navy.mil***

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

**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



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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 may be 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 DataInterchange (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.

#### **UW G-2-0002 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2017) (Alternate 1)**

(a) Functions: The Procuring Contracting Officer (PCO) for this contract is identified on the basic contract. Only the PCO can change the basic contract, and the PCO maintains primacy over the contract and all its task orders. The Contracting Officer of this task order is a warranted Ordering Officer of the Naval Undersea Warfare Center, Division, Newport, RI. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.

(b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the contractor unless the Contracting Officer or basic contract PCO has issued a formal modification.

(c) The Contracting Officer is:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

(d) The Negotiator is:

[REDACTED]

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[REDACTED]

(e) The Contracting Officer's Representative (COR) is:

[REDACTED]

The COR is responsible for those specific functions assigned in the COR Appointment Letter.

(f) The Ombudsman for the Naval Undersea Warfare Center Division, Newport is:

[REDACTED]

(g) The Contractor's Representative is:

[REDACTED]

(f) The Contractor's Senior Technical Representative is:

[REDACTED]

**UW G-2-0003 CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2017)**

(a) In accordance with FAR 42.302(a) all functions listed are delegated to the ACO except the following items to be retained by the PCO:

- (3) Conduct post-award orientation conferences.
- (40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.
- (44) Perform engineering analyses of contractor cost proposals.
- (45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.
- (46) Review engineering change proposals for proper classification, and when required, for need,

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technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.

(47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

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

(1) All other functions of FAR 42.302(a) except (3), (40), (44), (45), (46), and (47).

(2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 022 -- CLOSEOUT)

(3) The function of FAR 42.302(b)(6).

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Accounting Data

SLINID	PR Number	Amount
7101AA	130073110100001	71000.00
LLA :		
AA 1781810 H2WL 251 SB415 0 050120 2D 000000 A00004629361		
RCP# N0002418WX09221 ACRN AA		
9101AA	130073110100002	4000.00
LLA :		
AA 1781810 H2WL 251 SB415 0 050120 2D 000000 A00004629361		
RCP# N0002418WX09221 ACRN AA		
BASE Funding 75000.00		
Cumulative Funding 75000.00		
MOD P00001		
7101AB	130075351100001	120000.00
LLA :		
AB 97X4930 NH6A 251 77777 0 050120 2F 000000 A00004800629		
7101AC	130075351300001	10000.00
LLA :		
AC 97X4930 NH6A 251 77777 0 050120 2F 000000 A00004800723		
9101AB	130075351100002	5000.00
LLA :		
AB 97X4930 NH6A 251 77777 0 050120 2F 000000 A00004800629		
9101AC	130075351300002	30000.00
LLA :		
AC 97X4930 NH6A 251 77777 0 050120 2F 000000 A00004800723		
MOD P00001 Funding 165000.00		
Cumulative Funding 240000.00		
MOD P00002		
7101AD	130075450100001	10000.00
LLA :		
AD 97X4930 NH6A 251 77777 0 050120 2F 000000 A00004808718		
MOD P00002 Funding 10000.00		
Cumulative Funding 250000.00		

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

The following Clauses are incorporated by Full Text:

### 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.

### 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 [REDACTED] 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. **NOTE:** 90% of the hours are expected to be performed at the Contractor's site and 10% of the hours are expected to be performed at the Government site (NUWC DIVNPT).

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

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

(c) Effort performed in fulfilling the total level of effort obligations specified 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 evenly over the period of performance. 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

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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 underrun; (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.

**5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered

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is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center  
P.O. Box 8000  
Corona, CA 92878-8000

Phone: (951) 898-3207  
FAX: (951) 898-3250  
Internet: <http://www.gidep.org>

#### **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.

**NOTE: See Attachment #4: List of Approved Key Personnel**

#### **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'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.

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(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.

#### **5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (APR 2015)**

The Government will provide only that property identified in an attachment to Section J notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the identified government property for use in the performance of this contract.

#### **UW H-2-0002 PROHIBITION ON TELECOMMUNICATIONS (MAR 2017)**

The contractor is expressly prohibited from purchasing any telecommunication devices (i.e. satellite telephones, cell phones, pagers, blackberry, two way radios, walkie-talkies, etc. or any associated accessories) without the written approval of the contracting officer on an item by item basis.

#### **UW H-2-0004 CONTRACTOR REQUIREMENTS FOR PERFORMANCE ON A GOVERNMENT SITE (AUG 2017)**

(a) Contractor personnel shall comply with the following when conducting performance at NUWC DIVNPT. Please see the following website for access to NUWC DIVNPT:

<http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Contact-Us/Mandatory-Visit-Request/>

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and Health Information for Contractors" prior to commencing performance at any NUWC DIVNPT site. This document is available under "Contractor Safety Information" at: <http://www.navsea.navy.mil/Home/WarfareCenters/NUWCNewport/ContactUs/VisitorInformation.aspx>

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Division Newport Environmental Policy" prior to commencing performance at any NUWC DIVNPT site. This document is available at: <http://www.navsea.navy.mil/Home/WarfareCenters/NUWCNewport/ContactUs/VisitorInformation.aspx>

(d) The contractor shall ensure that each contractor employee who is resident at any NUWC DIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWC DIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at: <http://www.navsea.navy.mil/Home/WarfareCenters/NUWCNewport/ContactUs/VisitorInformation.aspx>

(e) Prior to commencing any work that falls under the following areas, the contractor shall provide to the Contracting Officer's Representative (COR) (if no COR is assigned, provide to the NUWC DIVNPT Safety Office Attn: Carol Bernier), on company letterhead, a complete listing of all qualified and trained employees who will perform the work:



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(1) Permit required Confined Space Program

(2) Control of Hazardous Energy (Lock out / Tag out)

(3) Respiratory Protection

(4) Walking-Working Surfaces, Fall Protection Program and Scaffolding

(f) The contractor shall follow the posted provisions of the building's Emergency Action Plan (EAP) for any mishap, incident, or emergency situation.

(g) The contractor shall report unsafe work conditions, safety hazards, and any mishaps (injury/property damage) to their supervisor, the COR, and the NUWC Safety Office.

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## SECTION I CONTRACT CLAUSES

**The following clauses are incorporated by reference in this task order. Applicable clauses incorporated by reference in the basic MAC contract also apply.**

**a. FAR:**

52.202-1 Definitions (NOV 2013)

52.203-3 Gratuities (APR 1984)

52.203-5 Covenant Against Contingent Fees (MAY 2014)

52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)

52.203-7 Anti-Kickback Procedures (MAY 2014)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)

52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform employees Whistleblower Rights (APR 2014)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

52.204-2 Security Requirements (AUG 1996)

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)

52.204-13 System for Award Management Maintenance (OCT 2016)

52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)

52.204-22 Alternative Line Item Proposal (JAN 2017)

52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction (FEB 2016)

52.211-7 Alternatives to Government-Unique Standards (Nov 1999)

52.215-23 Limitations on Pass-Through Charges (OCT 2009)

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52.216-7 Allowable Cost and Payment (JUN 2013)

52.216-8 Fixed Fee (JUN 2011)

52.219-8 Utilization of Small Business Concerns (Nov 2016)

52.219-14 Limitations on Subcontracting (JAN 2017)

52.219-28 Post-Award Small Business Program Representation (JUL 2013)

52.222-3 Convict Labor (JUN 2003)

52.222-19 Child Labor—Cooperation with Authorities and Remedies (JAN 2018)

52.222-21 Prohibition of Segregated Facilities (APR 2015)

52.222-26 Equal Opportunity (APR 2015)

52.222-35 Equal Opportunity for Veterans (OCT 2015)

52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)

52.222-37 Employment Reports on Veterans (FEB 2016)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

52.222-50 Combatting Trafficking in Persons (MAR 2015)

52.222-54 Employment Eligibility Verification (OCT 2015)

52.223-5 Pollution Prevention and Right-To-Know Information (MAY 2011)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

52.224-1 Privacy Act Notification (APR 1984)

52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

52.225-25 Prohibition on Contracting with Entities Engaging In Certain Activities or Transactions Relating to Iran – Representation and Certifications (OCT 2015)

52.227-1 Authorization and Consent (DEC 2007)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)

52.227-3 Patent Indemnity (APR 1984)

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

52.232-18 Availability of Funds (APR 1984)

52.232-20 Limitation of Cost (APR 1984)

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52.232-22 Limitation of Funds (APR 1984)

52.232-23 Assignment of Claims (MAY 2014)

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

52.233-1 Disputes (MAY 2014)

52.233-3 Protest After Award (Alternate I) (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

52.237-3 Continuity of Services (JAN 1991)

52.242-1 Notice of Intent to Disallow Costs (APR 1984)

52.243-2 Changes - Cost-Reimbursement (Alternate I) (APR 1984)

52.244-6 Subcontracts for Commercial Items (NOV 2017)

52.245-1 Government Property (JAN 2017)

52.245-9 Use and Charges (APR 2012)

52.246-25 Limitation of Liability-Services (FEB 1997)

52.251-1 Government Supply Sources (APR 2012)

b. DFARS:

252.201-7000 Contracting Officer's Representative (DEC 1991)

252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)

252.203-7003 Agency Office of the Inspector General (DEC 2012)

252.203-7004 Display of Fraud Hotline Poster(s) (OCT 2016)

252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)

252.204-7000 Disclosure of Information (OCT 2016)

252.204-7003 Control of Government Personnel Work Product (APR 1992)

252.204-7004 Alternate A System for Award Management (FEB 2014)

252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)

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

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

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)

252.204-7015 Notice of Authorized Disclosure of Information to Litigation Support (MAY 2016)

252.211-7007 Reporting of Government-Furnished Property (AUG 2012)

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)

252.225-7008 Restriction on Acquisition of Specialty Metals (MAR 2013)

252.225-7048 Export Controlled Items (JUN 2013)

252.227-7013 Rights in Technical Data - Noncommercial Items (FEB 2014)

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)

252.227-7016 Rights in Bid or Proposal Information (JAN 2011)

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)

252.227-7019 Validation of Asserted Restrictions - Computer Software (SEP 2016)

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information With Restrictive Legends (MAY 2013)

252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

252.227-7030 Technical Data - Withholding of Payment (MAR 2000)

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 2016)

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

252.227-7039 Patents--Reporting of Subject Inventions (APR 1990)

252.231-7000 Supplemental Cost Principles (DEC 1991)

252.232-7010 Levies on Contract Payments (Dec 2006)

252.235-7010 Acknowledgment of Support and Disclaimer (MAY 1995)

252.235-7011 Final Scientific or Technical Report (JAN 2015)

252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008)

252.239-7010 Cloud Computing Services (OCT 2016)

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252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)

252.245-7002 Reporting Loss of Government Property (DEC 2017)

252.245-7003 Contractor Property Management System Administration (APR 2012)

252.245-7004 Reporting, Reutilization, and Disposal (DEC 2017)

252.247-7023 Transportation of Supplies by Sea (APR 2014)

**The following Clauses are incorporated by Full Text:**

**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.

CLIN	OPTION	OPTION EXERCISE DATE
7200/9200	Option 1	08/13/2019
7300/9300	Option 2	08/13/2020*
7400/9400	Option 3	08/13/2021*
7500/9500	Option 4	08/13/2022*

(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 1", (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

**52.222-2 Payment for Overtime Premiums (Jul 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed **\$0.00** or the overtime premium is paid for work --

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

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

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

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(4) That will result in lower overall costs to the Government.

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

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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

#### **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 the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: Any new subcontractors performing a level of effort not approved in the original task order award.

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting -

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the



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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:

**Applied Physical Sciences (APS)**  
**DDL OMNI Engineering, LLC (DDL OMNI)**  
**McLaughlin Research Corporation (MRC)**  
**Ultra Electronics Ocean Systems (UEOS)**

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## **SECTION J LIST OF ATTACHMENTS**

Exhibit "A", DD Form 1423 - Contract Data Requirement List

Attachment #1 - DD Form 254, Contract Security Classification Specification, Rev Original, dated 20180523

Attachment #2 - Government Property Made Available

Attachment #3 - Performance Requirements Summary Table

Attachment #4 - List of Approved Key Personnel

Attachment #5 - Data Rights Assertion Response to Provision 252.227-7017