

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 11-May-2010	4. REQUISITION/PURCHASE REQ. NO. N0002410FR98647	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY Naval Sea Systems Command (NAVSEA) BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040 brett.bikowski@navy.mil 202-781-5178	CODE N00024	7. ADMINISTERED BY (If other than Item 6) DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) EG&G Technical Services, Inc. 900 Clopper Road Gaithersburg MD 20878	9A. AMENDMENT OF SOLICITATION NO.		
	9B. DATED (SEE ITEM 11)		
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4042-EH02		
CAGE CODE 34157	FACILITY CODE 083070925	[X]	10B. DATED (SEE ITEM 13) 07-Dec-2009

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.

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Part 43.103(b)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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) Michael J Taylor, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Michael J Taylor (Signature of Contracting Officer)	16C. DATE SIGNED 11-May-2010
(Signature of person authorized to sign)			

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 2 of 4	FINAL
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GENERAL INFORMATION

The purpose of this modification (2) to Task Order N00178-04-D-4042-EH02 is to fully fund CLINs 4001, 4002, 4003, and 4004.

Accordingly, said Task Order is modified as follows:

1) Under Section B, Supplies and Services:

a. Fully fund CLIN 4001, 4002, 4003, and 4004 as follows:

<u>SLIN</u>	<u>Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
400101			
From:			
By:			
To:			

<u>SLIN</u>	<u>Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
400102			
From:			
By:			
To:			

<u>SLIN</u>	<u>Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
400103			
From:			
By:			
To:			

<u>SLIN</u>	<u>Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
400104			
From:			
By:			
To:			

<u>SLIN</u>	<u>Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
400105			
From:			
By:			
To:			

<u>CLIN</u>	<u>Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
4002			
From:			
By:			
To:			

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 3 of 4	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

<u>CLIN</u>	<u>Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
4003			
From:			
By:			
To:			

<u>CLIN</u>	<u>Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
4004			
From:			
By:			
To:			

2) Under Section F, Deliveries or Performance:

a. Establish the period of performance as follows:

CLIN/SLIN	Period of Performance
400101	5/6/2010 – 12/6/2010
400102	5/6/2010 - 12/6/2010
400103	5/6/2010 - 12/6/2010
400104	5/6/2010 – 9/30/2010
400105	5/6/2010 – 10/31/2010
4002	5/6/2010 - 12/6/2010
4003	5/6/2010 - 12/6/2010
4004	5/6/2010 - 12/6/2010

3) Section H, Special Contract Requirements, Allotment of Funds-Paragraph C is updated to include CLINs 4001, 4002, 4003, and 4004.

4) Section J, List of Attachments, is updated to include Attachment 4: Financial Accounting Data Sheets for Modification 2.

The Line of Accounting information is hereby changed as follows:

4002 :

From:

To: AC AC 17 8 1811 H232 252 WA WRC 0 068342 2D 000000 20034 800 0000

4003 :

From:

To: AC AC 17 8 1811 H232 252 WA WRC 0 068342 2D 000000 20034 800 0000

4004 :

From:

To: AC AC 17 8 1811 H232 252 WA WRC 0 068342 2D 000000 20034 800 0000

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 4 of 4	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

The total amount of funds obligated to the task is hereby increased by from
to .

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400101	SCN			
400102	SCN			
400103	SCN			
400104	SCN			
400105	SCN			
4002	SCN			
4003	SCN			
4004	SCN			

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

A conformed copy of this Task Order is attached to this modification for informational purposes only.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 11 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

This entire contract is cost type.

PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(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). Such payments shall be equal to EIGHT percent (8.0%) of the allowable cost of each invoice 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" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant 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 incident 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 incident to relocation.

(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,

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 12 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 13 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1.0 Background

1.1. The VIRGINIA Class Program Office (PMS450F) is responsible for developing and maintaining training products that will allow personnel assigned to VIRGINIA Class platforms to meet Type Commander mission requirements for new systems.

2.0 Scope

2.1. The Offeror shall develop, and produce curriculum and Interactive Multimedia Instructional (IMI) training modules for the VIRGINIA Class Submarine Program, as well as provide subject matter expertise on VIRGINIA Class systems. This effort will include the support of ongoing curriculum and Interactive Multimedia Instructional (IMI) development, the update of existing VIRGINIA Class training products, and the development of new Curriculum and IMI training products to satisfy VIRGINIA Class training requirements. For the purpose of this statement of work (SOW) IMI and Interactive Courseware (ICW) are synonymous.

2.2. Task 1 consists of support for ongoing curriculum and Interactive Multimedia Instructional (IMI) development, the update of existing training products and the development of new training products, as directed by the program office.

2.2.1. Support Ongoing Curriculum and Interactive Multimedia Instructional (IMI) Development – This effort consists of acting as subject matter experts for VIRGINIA Class Systems and Watch Stations, and will require the update of existing Government storyboards. This effort also includes travel in the capacity of subject matter expert to support Interactive Courseware product kick-off meetings with existing Training Product developers supporting the Virginia Class Submarine program.

2.2.2. Update of Existing Training Products - This effort will require the update of previously developed VIRGINIA Class Curriculum and IMI (i.e., Submarine Qualifications, Watch Station Qualifications, Technical Interactive Courseware and Schoolhouse curriculum and Interactive Courseware). It will include the update of existing storyboards and technical information, and requires subject matter expertise in VIRGINIA Class systems. The update of existing IMI will include the update of audio, graphics, software, and SCORM requirements to satisfy Submarine Onboard Training (SOBT) Guidelines and Advanced Technical Information System (ATIS) compatibility. Updates to technical content will be in accordance with the latest approved logistic technical documentation and will include Non-Propulsion Electronic Systems and Hull, Mechanical and Electrical systems. The update of VIRGINIA Class training products will be in accordance with reference documents delineated in this task statement.

2.2.3. Development of New Training Products - This effort will require the development of new VIRGINIA Class Curriculum and IMI (i.e. Submarine Qualifications, Watch Station Qualifications, Technical Interactive Courseware and Schoolhouse curriculum and Interactive Courseware). It will include the development storyboards and technical information, and requires subject matter expertise in VIRGINIA Class systems. The development of IMI will include producing audio, graphics, software, and SCORM conformant products that satisfy Submarine Onboard Training (SOBT) Guidelines and Advanced Technical Information System (ATIS) compatibility requirements. Updates to technical content will be in accordance with the latest approved logistic technical documentation and will include Non-Propulsion Electronic Systems and Hull, Mechanical and Electrical systems. The update of VIRGINIA Class training products will be in accordance with reference documents delineated in this task statement.

2.2.4. In all cases, the VIRGINIA Class Program Office will identify training products to be developed as part of this effort and determine priority of development.

3.0. General Requirements.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 14 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

The following standards and specifications shall apply to this Statement of Work (SOW). In case of a conflict between the text of this SOW and the cited references, the SOW will take precedence. Nothing in this SOW, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

3.1. Military Specifications:

- Submarine On-Board Training (SOBT) IMI Developers Guide (v6.1). Version 6.1 is currently invoked, but the developer will be required to develop interactive courseware to the latest approved version of SOBT IMI Developers Guide at the time the contract and options are awarded.
- MIL-HDBK-29612-2a, Instructional Systems Development/Systems Approach to Training and Education (Guidance Only)
- MIL-PRF-29612B, Performance Specification Training Data Products - <http://dtswg.msiac.dms.o.mil/MIL-PRF-29612B.doc>
- MIL HDBK-29612-3 Development of Interactive Multimedia Instruction (IMI) Part 3 of 5
- MIL HDBK-29612-5 Advanced Distributed Learning (ADL) Products and Systems Part 5 of 5
- Advanced Distributed Learning Initiative's Sharable Content Object Reference Model (SCORM 2004 3rd edition)
- Navy ILE Learning Objective Statements: Specifications and Guidance
- Navy ILE Instructional Systems Design and Instructional Design Process:
- Navy ILE Instructional Content Style Guide: Interactive Multimedia Instruction & Instructor Led Training
- Navy ILE Technical Specifications and Guidelines
- Navy ILE XML Specification
- Navy ILE Content Metadata Guide
- Navy ILE Guidance on Assessment Development
- NMCI Core Build Content

3.2. Technical Information. – The Government anticipates that the following general Government furnished information will be required. The Government will provide the contractor the applicable Navy Technical Manuals (TM), Ship Systems Manuals (SSM), and supporting Government Furnished Material (GFM) for Contractor reference. This will include source files for updates to existing training products.

- Naval Warfare Publications (NWPs) associated with training product under development.
- System Technical Manuals associated with training product under development.
- Submarine Ship Systems Manuals (SSM's) associated with training product under development.

3.3. Software/Electronic Media Requirements.

The ICW will use Microsoft Internet Explorer 6.0, or later, and Windows Media Player 9.0, or later in accordance with the SOBT ICW Developer's Guide. The following minimum specifications for the VIRGINIA Class Non-Tactical Data Processing are applicable:

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 15 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Non-Tactical Data Processing System

<ul style="list-style-type: none"> · Pentium 500 MHz processor · 128 Mbytes of on-board Random Access Memory (RAM) · Hard disk with at least 20 Gigabytes of disk space · An 8X DVD-ROM drive · VRAM 4 Meg · Mouse · USB port and 10/100 Integrated Ethernet card · Audio card – Sound Blaster compatible · Display resolution 1024 x 768 Hi-color, or better · Microsoft Internet Explorer 5.5 and later · Microsoft Windows Media Player 6.4 and later

3.4. Developmental Software.

3.4.1. The Contractor can use any authoring system that uses HTML for display of the product and facilitates changes, revisions, interoperability with Logistics Technical Data (LTD) products, and life-cycle support using common commercially available development tools.

3.4.2. All ICW developed, including all software code (e.g., JavaScript, Visual Basic script, etc.) shall be fully and clearly documented within the code using one standard identification method to quickly locate and identify instances of code documentation. All software code and associated development materials (e.g., graphics, multimedia files, and primitive elements constituting these materials) will be delivered to the Government.

3.4.3. The software will be tested on a networked desktop workstations and a laptop with the minimum specifications defined in paragraph 3.3. The software must execute without errors on these baseline platforms. Each training product shall be capable of running from a Compact Disc (CD) on a standalone personal computer (PC) and a networked computer on the VIRGINIA Class Non-Tactical Data Processing System (NTDPS).

3.4.4. The Government shall not be required to pay royalties, recurring runtime or license fees, use tax, or similar additional payments for any Contractor developed ICW or associated software presentation programs necessary to interpret and execute the courseware, including Web-based plug-ins.

3.5. Sharable Content Object Reference Model (SCORM).

The products shall be meta-tagged to be fully conformant with SCORM 2004 3rd edition and the SOBT Developers Guide.

3.6 Section 508 Compliance. The contractor will comply with the requirements identified in the Section 508 Standards, Subpart B, paragraph 1194.22 Web-based intranet and internet information and applications, subparagraphs (a), (b), and (c). (<http://www.section508.gov>)

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 16 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.7. Security. Most products are unclassified but information referenced may include “For Official Use Only” up to and including SECRET. All documentation (i.e. DD 254) required for security certification is the responsibility of the Contractor and the Client organization. The classification of products is identified with a letter designation after each product title. In general, many of the Watch Station Qualification Products will be at least Confidential, and some may be SECRET. Therefore, this SOW will require a maximum of SECRET clearance for mainly the following labor categories:

Program Manager
Programmer
Senior Graphic Artist
Graphic Artist
Instructional Syst Designer
Subject Matter Expert
Quality Assurance

3.8. Travel. The Government anticipates that travel will be required from the Contractor’s facilities to the Government site, Groton, CT and between the Contractor’s facility and existing interactive courseware developers under contract with PMS 450. All travel must comply with the Joint Travel Regulations. For planning purposes, the Contractor should anticipate two people for 12 trips per contract year to Groton, CT. and 4 trips for the first two contract years to Manassas, VA.

4.0 Deliverables

4.1. The data to be furnished hereunder shall be prepared in accordance with SECTION J, EXHIBIT A CDRLs and delivered per the Addressee List, DD 1423 - See SECTION J ATTACHMENT B. The Contractor shall provide the following deliverables as a minimum:

- Plan of Action and Milestones (CDRL: CLIN 0002, DIN C002)
- Monthly Progress Reports (CDRL: CLIN 0003, DIN C003)
- Draft Storyboards(CDRL CLIN 0003, DIN C002)
- Draft ICW (CDRL: CLIN 0003, DIN C002)
- Final ICW (Note: SCORM Manifest, SCORM Self Test results and ICW Source Files shall be forwarded after TSIT approval for content) (CDRL: CLIN 0003, DIN C002)

4.2 Data Requirements.

The data to be furnished hereunder shall be prepared in accordance with SECTION J, EXHIBIT A CDRLs and delivered per the Addressee List, DD 1423 - See SECTION J ATTACHMENT B.

4.2.1 Plan of Actions and Milestones (POA&M) (DI-MGMT-80507A). A POA&M will be required at the contract kick-off meeting for the base and option years identifying product kick-off dates for training product development identified by the government. A POA&M is also required at the product kick-off meetings to show the development plan of each individual training product.

A Plan of Actions and Milestones template shall be provided by Government to identify the development stages, review periods and delivery of all products under this SOW. The Contractor shall develop a draft POA&M using the provided template and their product development plan. The completed POA&M shall coincide with the Navy development process identified in Attachment A of this Statement of Work. The Government shall approve the contractor provided POA&M. If comments are provided, the POA&M shall be modified to include applicable comments and re-submitted as a final. If no comments are provided, the draft will be considered the final deliverable

4.2.2 Instructional Media Package (DI-SESS-81526B). The ICW consists of all the files necessary to operate the

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 17 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

courseware or allow the Navy to make downstream changes, when necessary. This includes courseware data files, graphics files, courseware logic files, any required runtime files, and all of the primitive elements. The Government shall be allowed up to a maximum of 30 days for review of the draft ICW for new development. Government review times may vary depending on product complexity, but are not expected to exceed 30 days (See Sect C, para. 5.1 this SOW).

4.2.3 Program Progress Report (DI-MGMT-80555). The Contractor shall submit the monthly progress reports to PMS 450 with progress and financial data (Contractor Format). The Report shall identify any agreements, actions or issues arising from the Progress Reviews (if conducted), include any cost containment issues, and cost and schedule performance (i.e. Cost Performance Index/Scheduling Performance Index (CPI/SPI)) data for the reporting period. It shall reflect the same cost and hours information as any payment invoice submitted for the same period. The report be submitted per the CDRL

4.2.3.1 Program Progress Review. Once a month, or as required, a Navy representative and the Developer's representative shall meet to review progress to schedule, product quality and related issues for all training products under development. The meeting may be at the Contractor's facility or via VTC, or teleconference, at the convenience of the Navy.

If a Progress Review is not conducted, the Contractor shall note it in the Report. In either case, the Report should be submitted per the CDRL. Nothing in this report shall be considered a change to the contract.

5.0. Performance Standards

5.1. Performance standards and assessment plan will be addressed at the individual training product level. Each product will be assessed for Quality and Schedule.

5.1.1. A quality assessment will be conducted for each training product and will consist of an assessment by Government using an approved quality assessment-scoring sheet, which will be made available to the developer upon request.

5.1.2. A schedule performance assessment will be based on a schedule metric that compares actual development performance to an approved POA&M.

Series 4000 CLINs - The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Attachment 6, attached hereto.

CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal ___ dated ___ in response to NAVSEA Solicitation No. N00024-09-MR-3176.

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

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 18 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (JAN 2008)

(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, 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.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 19 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**PRINTING OF TECHNICAL MANUALS, PUBLICATIONS, CHANGES, REVISIONS AND AMENDMENTS
(NAVSEA) (JAN 2008)**

(a) The printing, duplication, and binding of all technical manuals, books, and other publications, and changes, amendments, and revisions thereto, including all copies and portions of such documents which are required to be prepared and furnished under this contract for review, approval or otherwise, shall be accomplished in accordance with the following:

(1) DOD Instruction 5330.03, Document Automation & Production Service (DAPS) of February 8, 2006

(2) Federal Acquisition Regulation (FAR) Subparts 8.8 and 17.5, as in effect on the date of this contract and;

(3) "Government Printing and Binding Regulations", published by the Joint Committee on Printing, Congress of the United States, as in effect on the date of this contract.

(b) Publications and other printed or duplicated material which (1) are prepared and carried by equipment manufacturers for regular commercial sale or use, and (2) require no significant modification for military use or to meet the requirements of this contract, or (3) are normally supplied for commercial equipment, shall be provided by the Contractor. Except for material falling within (1) through (3) of this paragraph, the printing of technical manuals, publications, changes, revisions, or amendments by the Contractor or subcontractor is prohibited.

(c) The Contractor shall have the printing and binding of final approved technical manuals, publications, changes, revisions and amendments thereto, as required under this contract (whether prepared by the Contractor or a subcontractor), printed at Government expense by or through the Defense Automation and Production Service (DAPS) in the Naval District in which the Contractor is located, in accordance with the following general procedures:

(1) Prior to preparation of materials for printing (photolithographic negatives or camera-ready copies) by the Contractor or a subcontractor, the Contractor shall make arrangements with the DAPS and with the designated Contract Administration Office for printing and binding which shall include:

(i) Citation of contract number;

(ii) Security classification of materials to be printed;

(iii) Establishment of a schedule for printing, including estimated delivery date to DAPS;

(iv) Provisions for furnishing photolithographic negatives or camera-ready copies and art work in the proper sequence for printing;

(v) A check-off list to verify the printing sequence of text pages and foldouts in the form prescribed by DAPS;

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 20 of 51	FINAL
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(vi) Complete printing instructions, which shall specify colors, if required for specific pages, the trim size, including apron, if required, for each foldout/in or chart, or other unique requirements;

(vii) Type of binding (side stitch, perfect bound, saddle stitch, glue bound, tape bound plastic comb/wire bound, loose leaf, screw posts, etc.); and

(viii) Other instructions, as applicable, such as packing instructions, banded, shrink pack, strap, binders, fill and seal cartons/boxes, inset padding of any type type of envelope, water type packaging or other container quantity for each addressee, required delivery schedule, or delivery instructions. (The Contractor shall provide an address list and addressed mailing labels for each addressee).

(ix) Special handling of classified materials from Confidential up to Top Secret requiring printing through DAPS or the GPO are managed in accordance with DODD 5200.32. Contact the appropriate DAPS location before delivering classified originals to ensure proper handling and disposition.

(2) The Contractor shall ship the complete set of photolithographic negatives, camera-ready copies or digital media (CD/DVD) required to be printed in accordance with the detailed procedures specified by DAPS. All transportation charges are paid to DAPS or a contract printer designated by DAPS. The DAPS shall sign the acceptance block of the DD Form 250 for reproducible quality only.

(3) For steam and electrical plant composite diagrams, the Contractor shall provide an original Mylar print of the diagram to the DAPS with a guide indicating the color of each line. DAPS, or via the GPO, will prepare the color separation negatives for the composite diagram and return those to the Contractor for editorial review. DAPS will correct any errors and print the corrected composite diagram.

(4) DAPS will furnish or provide for all supplies and services (including binders) which are necessary to accomplish the printing and binding.

(5) DAPS will pack and ship or provide for packing and shipping of the printed material to the Contractor and the distribution list furnished by the Contractor in accordance with the printing order, unless distribution by the Contractor is otherwise required by the terms of the contract, the specifications, or otherwise, in which case the printed and bound publications will be returned to the Contractor for distribution.

(6) DAPS will pack and ship the material used for printing to the DAPS, 4th Naval District (Philadelphia, PA), for storage.

(d)(1) In establishing the schedule for printing, the Contractor shall provide for furnishing the photolithographic negatives, camera-ready copies or digital media (CD/DVD) to DAPS in time to allow at least the minimum number of working days specified in the schedule below (eight-hour day, five days per week exclusive of Saturdays, Sundays, and holidays) from date of acceptance of material for printing at DAPS to date of shipment of printed material from DAPS.

Minimum number of working

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 21 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Printing

Days required by DAPS

Up to 200 copies per original	30
201 through 400 copies per original	40
401 through 600 copies per original	50
601 copies per original and over	60

(2) If DAPS exceeds the delivery requirements established in accordance with paragraph (c) (1)(iii), for the item(s) specified, the time shall be extended by an equivalent number of working days, provided that the Contractor requests such extension(s), in writing, to the Contracting Officer and submits with its request sufficient evidence to enable the Contracting Officer to determine the validity of the Contractor's request.

(e) The Contractor shall not be responsible for the quality, or quality control, of printing performed by DAPS or a printer under contract to DAPS; and, the Government shall reimburse the Contractor for any costs incurred for replacement of material lost or damaged by DAPS or a printer under contract to DAPS.

(f) The costs of printing, binding, packing and shipping by DAPS of the publications and changes described herein (but not the costs of preparing photolithographic negatives, camera-ready copies and other materials for printing or the costs of transporting or shipping such materials to DAPS or a contract printer designated by DAPS) shall be borne by the Government.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 22 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

APPLICABLE TO ALL ITEMS – Packaging and marking shall be in accordance with Section D of the Indefinite Delivery Indefinite Quantity multiple award contract. There are no packaging or marking requirements for the services order under this Task Order. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below or as specified in the Technical Instructions.

DATA PACKAGING LANGUAGE

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

MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor

Name of Individual Sponsor:

Name of Requiring Activity:

City and State:

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 23 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

1.0. Inspection and Acceptance

1.1 Inspection and Acceptance shall be in accordance with Section E of the Seaport-e IDIQ Contract.

1.2 In addition, the Government will review draft and final Interactive Courseware products and send a transmittal approving the training product for content. The contractual commitment will be satisfied for each training product when the product has been tested on the VIRGINIA Class Non-Tactical Data Processing System Engineering Development Model and the Submarine Onboard Training Command has tested and accepted the training product for SCORM Conformance.

1.3 Supplies/services will be inspected/accepted as follows:

Item(s)	Inspect At	Inspect By	Accept At	Accept By
All	Destination	Government	Destination	Government

**Note that Inspection and Acceptance will be performed by the Contracting Officer's Representative (COR) identified as the Task Order Manager (TOM) in Section G unless otherwise specified in the Technical Instructions issued under this Task Order.*

CLAUSES INCORPORATED BY REFERENCE

52.246-3 Inspection Of Supplies Cost-Reimbursement MAY 2001

52.246-5 Inspection Of Services Cost-Reimbursement APR 1984

CLAUSES INCORPORATED IN FULL TEXT

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. **Note that not all Data deliverables will be specified by or on CDRL DD Form 1423. Inspection and Acceptance for all data will be specified at the Technical Instruction level.*

INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 24 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item(s) 1000 AND 4000 SERIES - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government. **Note that the COR is the TOM identified in Section G of this Task Order.*

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 25 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

PERFORMANCE LANGUAGE FOR LOE SERVICES

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 (Attachment 6).

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

CLIN - DELIVERIES OR PERFORMANCE

Periods of performance for SLINs 400104 & 400105 are as follows:

400104: 5/6/2010 - 9/30/2010

400105: 5/6/2010 - 10/31/2010

NOTE: For all other CLINs/SLINs, please refer to the information below:

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

4000	12/7/2009 - 12/6/2010
4001	5/6/2010 - 12/6/2010
4002	5/6/2010 - 12/6/2010
4003	5/6/2010 - 12/6/2010
4004	5/6/2010 - 12/6/2010
6000	12/30/2009 - 9/24/2010

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

4100	12/7/2010 - 12/6/2011
4101	9/25/2010 - 9/24/2011
4102	9/25/2010 - 9/24/2011
4103	9/25/2010 - 9/24/2011
4104	9/25/2010 - 9/24/2011
4200	12/7/2011 - 12/6/2012
4201	9/25/2011 - 9/24/2012
4202	9/25/2011 - 9/24/2012
4203	9/25/2011 - 9/24/2012
4204	9/25/2011 - 9/24/2012
4205	9/25/2011 - 9/24/2012
4300	12/7/2012 - 12/6/2013
4301	9/25/2012 - 9/24/2013

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4042	EH02	02	26 of 51	

4302	9/25/2012 - 9/24/2013
4303	9/25/2012 - 9/24/2013
4304	9/25/2012 - 9/24/2013
4305	9/25/2012 - 9/24/2013
4400	12/7/2013 - 12/6/2014
4401	9/25/2013 - 9/24/2014
4402	9/25/2013 - 9/24/2014
4403	9/25/2013 - 9/24/2014
4404	9/25/2013 - 9/24/2014
4405	9/25/2013 - 9/24/2014
6100	9/25/2010 - 9/24/2011
6200	9/25/2011 - 9/24/2012
6300	9/25/2012 - 9/24/2013
6400	9/25/2013 - 9/24/2014

Services to be performed hereunder will be provided at (insert specific address and building etc.)

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order AUG 1989
52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984
52.247-34 F.O.B. Destination NOV 1991

CLAUSES INCORPORATED IN FULL TEXT

CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Task Order Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

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 (Attachment 6). **Note that not all Data deliverables will be specified by or on CDRL DD Form 1423. Inspection and Acceptance for all data will be specified at the Technical Instruction level.*

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 27 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

CONTRACTOR CENTRAL REGISTRATION (CCR) - The contractor must be registered with the Contractor Central Registration (CCR) in order to be eligible for award. The Contractor must maintain registration throughout the period of performance. PAYMENT will not be made to the contractor if the Contractor's registration lapses.

BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall—

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

(a) In accordance with the clause of this contract entitled “ELECTRONIC SUBMISSION OF PAYMENT REQUESTS” (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are “Getting Started for Vendors” and “WAWF Vendor Guide”.

(c) The designated CCR EB point of contact is responsible for activating the company’s CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company’s CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company’s CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (*contracting officer check all that apply*)

<input type="checkbox"/>	Invoice (FFP Supply & Service)
<input type="checkbox"/>	Invoice and Receiving Report Combo (FFP Supply)
<input type="checkbox"/>	Invoice as 2-in-1 (FFP Service Only)
<input checked="" type="checkbox"/>	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
<input type="checkbox"/>	Receiving Report (FFP, DD250 Only)

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 28 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	N00024
Admin DODAAC	TBD
Pay Office DODAAC	TBD
Inspector DODAAC	N/A
Service Acceptor DODAAC	N00024
Service Approver DODAAC	N00024
Ship To DODAAC	See Section F
DCAA Auditor DODAAC	TBD
LPO DODAAC	N/A
Inspection Location	See Section E
Acceptance Location	See Section E

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
brien.hines@navy.mil

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS’s WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

POINTS OF CONTACT - The Government points of contact for this Task Order are as follows:

BUSINESS FINANCIAL MANAGER (BFM)
 Naval Sea Systems Command
 Attn: Brien P Hines, PMS450F3
 614 Sicard St, SE (Bldg 201)

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 29 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Washington, DC 20364
brien.hines@navy.mil
202-781-1433

OMBUDSMAN (NAVSEA AND OVERARCHING)

Naval Sea Systems Command
Attn: Captain Andrew Morgan, SEA 021
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-2910
e-mail: andrew.s.morgan@navy.mil

PROCURING CONTRACTING OFFICER (PCO)

Naval Sea Systems Command
Attn: Michael J. Taylor, SEA 0265
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: (202) 781-3948
e-mail: michael.j.taylor1@navy.mil

PURCHASE OFFICE REPRESENTATIVE (POR)

Naval Sea Systems Command
Attn: Brendan Kittredge, SEA 0265
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-2061
e-mail: Brendan.Kittredge@navy.mil
**Note that the POR is the Contract Specialist*

TASK ORDER MANAGER (TOM)*

Naval Sea Systems Command
Attn: Brien P Hines, PMS450F3
614 Sicard St, SE (Bldg 201)
Washington, DC 20364
brien.hines@navy.mil
202-781-1433

**Note that the TOM is the CONTRACTING OFFICER'S REPRESENTATIVE (COR) for this Task Order.*

The Government reserves the right to unilaterally change the points of contact at anytime.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 31 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 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.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

- (a) Performance of the work hereunder may be subject to written technical instructions signed by the Task Order Manger (TOM) specified in Section G of this contract. As used herein, technical instructions are defined to include the following:
 - (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
 - (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to:
 - (1) assign additional work under the contract;
 - (2) direct a change as defined in the "CHANGES" clause of this contract;
 - (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or
 - (4) change any of the terms, conditions or specifications of the contract.
- (c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 32 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

NAVSEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(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 ___TBD___ total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that ___TBD___ (Offeror to fill-in) 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 (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

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

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 33 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \left(\frac{\text{Required LOE} - \text{Expended LOE}}{\text{Required LOE}} \right)$$

Required LOE

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) 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.

(i) 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 and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 34 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(j) 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.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

NAVSEA 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered 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>

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 35 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount (s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

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

(c) CLINs/SLINs 4000, 4001, 4002, 4003, 4004, 6000 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

NAVSEA 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.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 36 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

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

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

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

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

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

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

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

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

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 37 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 38 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

All clauses incorporated by reference in the basic IDIQ contract apply to this Task Order, as applicable.

Note: Regarding 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007), teaming arrangement with any firm not included in the Contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

Type of Contract (Apr 1984)

The Government contemplates award of a Cost-Plus-Fixed-Fee contract resulting from this solicitation.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (MAR 2000)

(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, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

ITEM(S)

LATEST OPTION EXERCISE DATE

Option 1	12 Months after Issuance of Delivery Order
Option 2	12 Months after Option 1 is exercised
Option 3	12 Months after Option 2 is exercised
Option 4	12 Months after Option 3 is exercised

(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 (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (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.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 39 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)

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

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 40 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(8) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.

(9) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) “Form, fit, and function data” means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) “Limited rights” means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is—

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 41 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(14) “Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) “Unlimited rights” means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights. The Government shall have unlimited rights in technical data that are—

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—

(A) Government purpose license rights or limited rights and the restrictive

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 42 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless—

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 43 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 44 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

marked with restrictive legends.

(c) *Contractor rights in technical data.* All rights not granted to the Government are retained by the Contractor.

(d) *Third party copyrighted data.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) *Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release,

or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

Technical Data			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 45 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date _____
Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 46 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 47 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____ (Insert contract number)____, License No. ____ (Insert license identifier)____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records*. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) *Removal of unjustified and nonconforming markings*.

(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 48 of 51	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in technical data.*

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 49 of 51	FINAL
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(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to , or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

52.204-9 -- Personal Identity Verification of Contractor Personnel.

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 50 of 51	FINAL
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(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 02	PAGE 51 of 51	FINAL
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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Contract Security Classification Specification (Form DD 254)

Attachment 2 - FAD Sheet for Basic Award

Attachment 3 - FAD Sheet for Modification 1

Attachment 4 - FAD Sheet for Modification 2