

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 22. AMENDMENT/MODIFICATION NO.
233. EFFECTIVE DATE
17-May-20184. REQUISITION/PURCHASE REQ. NO.
13006822735. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N63394

7. ADMINISTERED BY (If other than Item 6) CODE

S5111A

NSWC, PORT HUENEME DIVISION
4363 Missile Way, BLDG 1217
Port Hueneme CA 93043-4307
[REDACTED]DCMA HAMPTON
2000 Enterprise Parkway, Suite 200
Hampton VA 23666

SCD: C

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

Southeastern Computer Consultants, Inc.
5166 Potomac Drive Suite 400
King George VA 22485-5824

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4127-L603

10B. DATED (SEE ITEM 13)

01-Jan-2016

CAGE CODE
1W582

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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

[]

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

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

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

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return ___ copies to the issuing office.

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

SEE PAGE 2

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

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

[REDACTED] CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

[REDACTED] (Signature of Contracting Officer)

17-May-2018

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

GENERAL INFORMATION

The purpose of this modification is to provide incremental funding.

All other terms and conditions remain unchanged.

Accordingly, said Task Order is modified as follows: (see below and Section G)

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

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

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

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

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

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

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

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

HQ-B-2-0010 NOTE (OPTION)

Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

The base period of the task order will be CPFF and (if the options are exercised) the option periods will be CPFF.

HQ B-2-0015 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.

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(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to TO BE COMPLETED AFTER AWARD percent (TBD%) 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" or "INCENTIVE 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.

HQ B-2-0020 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,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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

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(FEB 1997)

This entire contract is cost type.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

General Section applies to all CLINs

Performance Work Statement (PWS)

LAND ATTACK DEPARTMENT TRAINING SUPPORT ACTIVITY

Vision Statement

To obtain integrated logistics products and services for Tomahawk that meet the minimum needs of the Government.

1 Introduction

This procurement shall provide Tactical Tomahawk Weapons Control System (TTWCS) Integrated Logistics Support (ILS) products and services in support of Training Support Activity (TSA) responsibilities of the Land Attack Department of Port Hueneme Division, Naval Surface Warfare Center (PHD NSWC), Port Hueneme, California.

1.2 Background

Work under the TSA procurement will be performed on existing and evolving baselines, upgrades and changes to TTWCS, Tomahawk Command and Control System (TC2S) and the Tomahawk Strike Network (TSN). NAVAIR (PMA-280) has adopted a strategy for planned development/upgrades to TTWCS. This strategy requires development of Integrated Logistics Support (ILS) products.

1.3 Scope

This PWS defines the requirements for the contractor during performance as the developer and maintainer of ILS products. This effort includes those technical and management activities required to design, develop and produce ILS products. ILS products will be delivered in accordance with schedules promulgated by PMA-280. Services shall be performed at the contractor's facility and a variety of United States Navy and Foreign Military shipboard and commercial locations world-wide including, but not limited to: Port Hueneme, San Diego and Point Loma, CA; Norfolk, Dan Neck and Dahlgren, VA; Mayport, FL, Pearl Harbor, HI; Bangor, WA; Kings Bay, GA; Yokosuka, Japan and the United Kingdom.

Tomahawk customer organizations served by the PHD NSWC Land Attack Department and this procurement include:

- a. Surface Ship TTWCS. TTWCS surface consists of 84 platforms and 11 shore activities.
- b. Nuclear Powered Guided Missile Submarine (SSGN) TTWCS. SSGN consists of 4 platforms and 3 shore activities.
- c. Zumwalt Class (DDG 1000) TTWCS. DDG1000 consists of 3 platforms under development.
- d. United Kingdom is a current TTWCS FMS customer. An additional TTWCS FMS customer may be approved during the course of this contract.

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2 Product Deliveries

Logistics product deliveries are planned for each Tomahawk version in accordance with a Government produced ILS vs Evolutionary Acquisition Strategy that is updated on a monthly basis. This strategy is outlined below and applies for CDRLs A006, A018, A022 and A023 within this PWS.

- a. ILS Delivery #1 - Preliminary products supporting training development and integration
- b. ILS Delivery #2 - Final products supporting initial crew training and formal US Navy testing
- c. ILS Delivery #3 - Fleet Introduction products supporting start of upgrades
- d. ILS Delivery #4 - Annual product update
- e. ILS Delivery #5 - Annual product update

3 Performance Requirements

The following section specifies the Performance Objectives and Performance Elements for the contract.

3.1 Program Management

3.1.1 The Contractor shall implement management systems and procedures for planning, organizing, coordinating, and controlling all technical efforts contained within Section 3 of this document.

Management systems may include detailed schedules showing significant project milestones, In-Process Reviews, product development, test schedules and deliveries to meet major program milestones as shown in approved schedules.

Contract Work Breakdown Structure shall be limited to WBS level 3 (task level). Funds and Man-Hour Expenditure and progress/management reports shall be submitted in accordance with CDRL requirements.

Performance Standards

- a) STD: Deliverables are made in accordance with schedule
- b) STD: Compliant with contract terms and conditions
- c) STD: Completed within PMA280 budget

Deliverables

- A001 Contract Work Breakdown Structure
- A002 Funds and Man-Hour Expenditure Report
- A003 Contractor Progress Status and Management Report

3.1.2 The Contractor shall actively participate and brief in meetings, conferences, working groups, and telephone conferences for support of the PMA-280 Tomahawk In-Service Team.

This includes providing agenda, meeting minutes, performance and progress status of TSA tasks. Program management annual travel requirements are provided in Table 3-1.

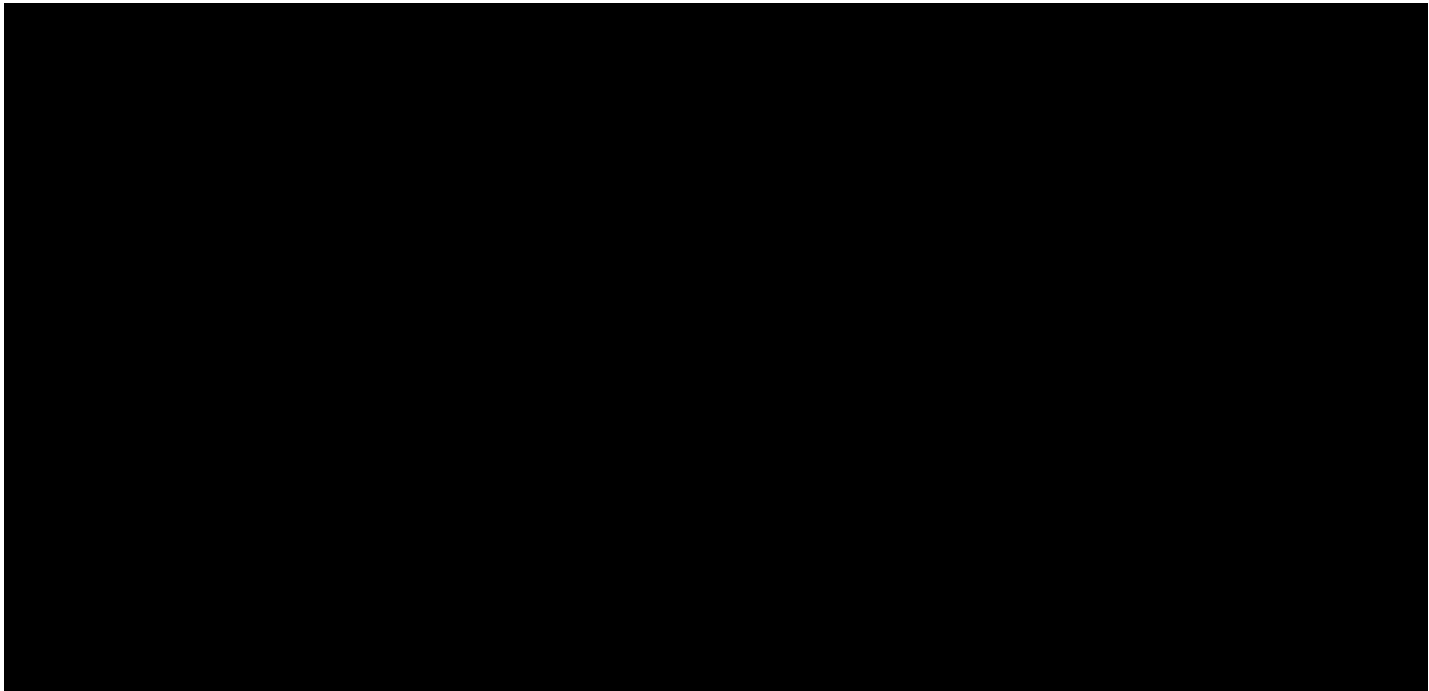
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Performance Standards

- a) STD: Completes actions within specified deadlines
- b) STD: Accurate
- c) STD: Comprehensive coverage of a meeting activity

Deliverables

A004 Meeting Minutes Report



3.1.3 The Contractor shall incorporate and maintain quality assurance and configuration management programs for all development efforts. This includes providing materials and services to maintain Government Furnished Equipment (GFE) over the term of the contract.

GFE maintenance includes in-house and vendor repair of failed hardware. The contractor will arrange for required vendor supplied hardware and software maintenance. Includes providing an annual inventory of all GFE to NSWC PHD and the Defense Contracting Management Agency (DCMA).

Performance Standards

- a) STD: Quality Assurance - Compliant with ISO 9001
- b) STD: Configuration Management - Compliant with PMA280-1230, JCM 2207 and TWCS 03-1293

Deliverables

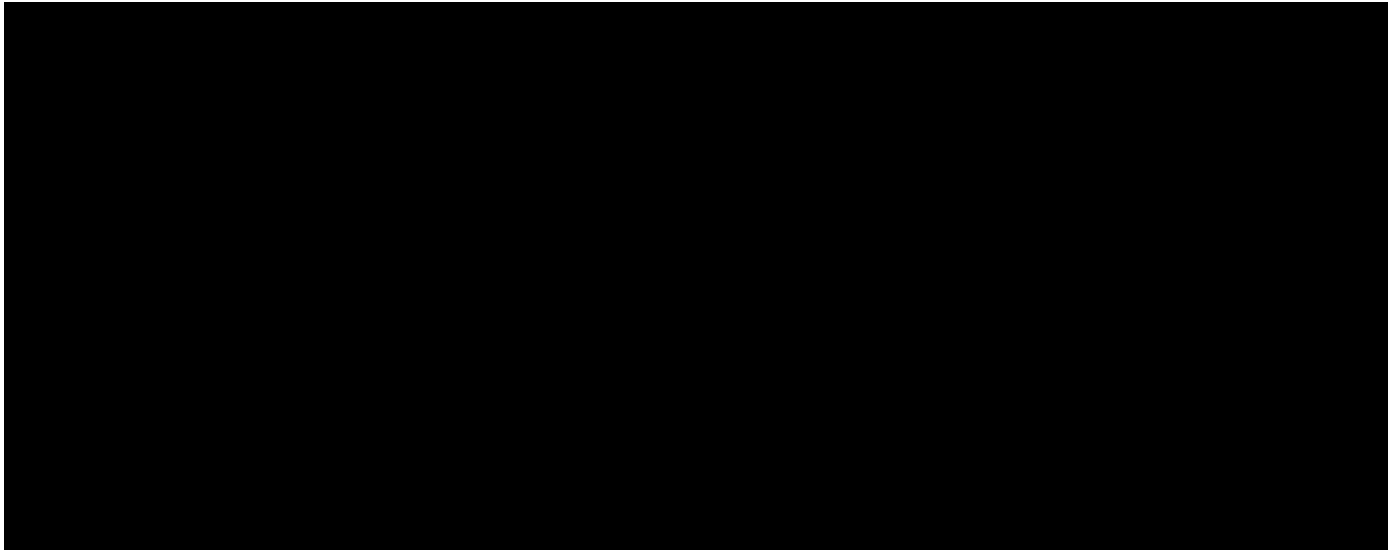
A005 Quality Program Plan

3.2 Interactive Support System (ISS) Development and Integration

ISS is a Level III Interactive Electronic Technical Manual (IETM). It provides TTWCS

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operational procedures, hardware/software descriptive information and an on-line interactive help component within approximately 1400 pages of content. Annual travel requirements in support of ISS development and integration are provided in Table 3-2 below.



3.2.1 The Contractor shall develop and maintain Interactive Support System Interactive Electronic Technical Manual (IETM) software maintenance builds for maintenance and support of existing system and upgrades.

These software builds may be to correct discrepancies, update current capabilities, or to comply with new requirements. This task may require utilizing software and supporting documentation previously developed as a basis for this development effort.

Performance Standards

- a) STD: in accordance with System Design Agent (SDA) and in-service team schedules
- b) STD: in accordance with SDA architecture and specifications (System Segment Specification, System./Subsystem Design Document, JCM-2142)
- c) STD: Completed within PMA280 budget
- d) STD: Comprehensive coverage of TTWCS operations content

Deliverables

A006 Interactive Support System (ISS) IETM & Content Version

3.2.1.1 The Contractor shall develop or modify software component for integration of ISS IETM.

The contractor shall define a software development approach appropriate for the computer software effort to be performed under this contract. This approach shall be documented in a Software Development Plan (SDP). The contractor shall follow this SDP for all computer software to be developed or maintained under this effort.

The SDP shall define the contractor's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model is as defined in IEEE/EIA Standard 12207.0. The SDP shall describe the overall life cycle and shall include primary, supporting, and organizational processes based on the work content of this contract. In accordance with the

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framework defined in IEEE/EIA Standard 12207.0, the SDP shall define the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks. Because IEEE/EIA Standard 12207 does not prescribe how to accomplish the task, the contractor must provide this detailed information so the Navy can assess whether the contractor's approach is viable.

The SDP shall contain the information defined by IEEE/EIA Standard 12207.1, section 5.2.1 (generic content) and the Plans or Procedures in Table 1 of IEEE/EIA Standard 12207.1. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted. Information provided must include, at minimum, specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification.

Performance Standards

- a) STD: in accordance with applicable standards
- b) STD: Deliverables are made in accordance with schedule
- c) STD: Completed within PMA280 budget

Deliverables

- A007 Interactive Support System (ISS) Software Development Plan
- A008 Interactive Support System (ISS) Software Requirement Specification
- A009 Interactive Support System (ISS) Software Design Description
- A010 Interactive Support System (ISS) Software Test Plan
- A011 Interactive Support System (ISS) Software Test Description
- A012 Interactive Support System (ISS) Software Test Report
- A013 Interactive Support System (ISS) Software Version Description & Interface Design Description
- A014 Interactive Support System (ISS) Software Product Specification

3.2.2 The Contractor shall develop and maintain Interactive Support System Interactive Electronic Technical Manual (IETM) content including online help component.

Content shall contain documentation and procedures describing system operations and maintenance for TTWCS.

Performance Standards

- a) STD: in accordance with applicable standards
- b) Completed within PMA280 budget
- c) Deliverables are made in accordance with schedule

Deliverables

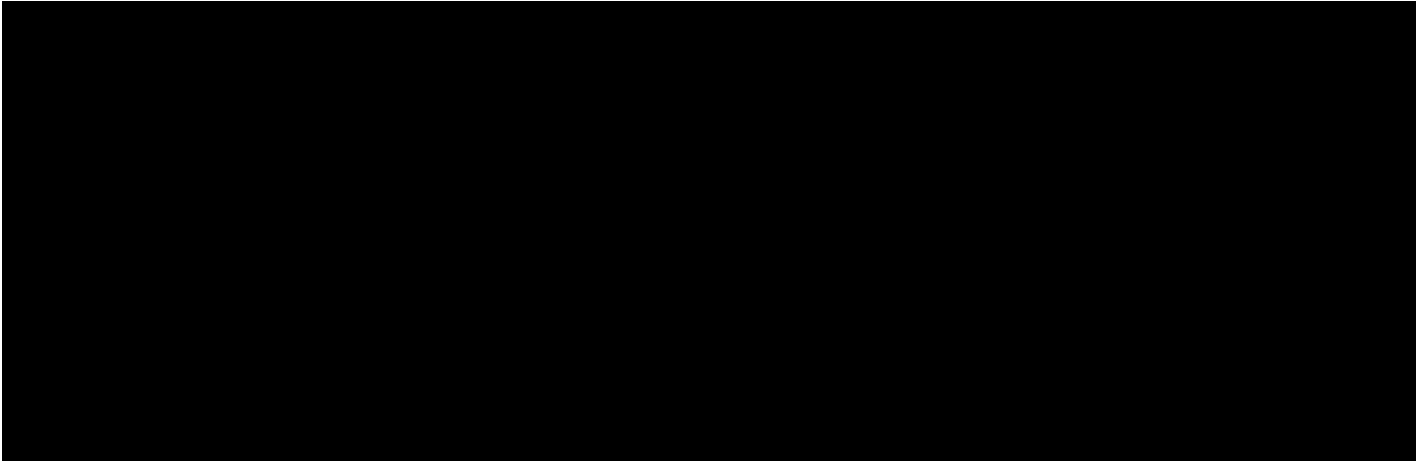
- A006 Interactive Support System (ISS) IETM & Content Version
- A015 Interactive Support System (ISS) Content Integration Plan
- A016 Interactive Support System (ISS) Content Style Guide

3.3 TTWCS Maintenance IETM

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This product is a Level III IETM which provides TTWCS maintenance information including fault isolation procedures, remove/replace procedures and an illustrated parts breakdown.

TTWCS Maintenance IETM consists of approximately 700 pages of content. Annual travel requirements in support of Maintenance IETM development and integration are provided in Table 3-3 below.



3.3.1 The Contractor shall update and maintain TTWCS Maintenance IETM product.

TTWCS Maintenance IETM provides fault isolation, troubleshooting and equipment remove and replace procedures. Content of product is specified by MIL-PRF-87268. Product shall be compatible with TTWCS display systems including the Coordinated Training Node (CTN) laptop. The TTWCS Maintenance IETM has been developed and this task provides updates to the existing product in support of system upgrades.

Performance Standards

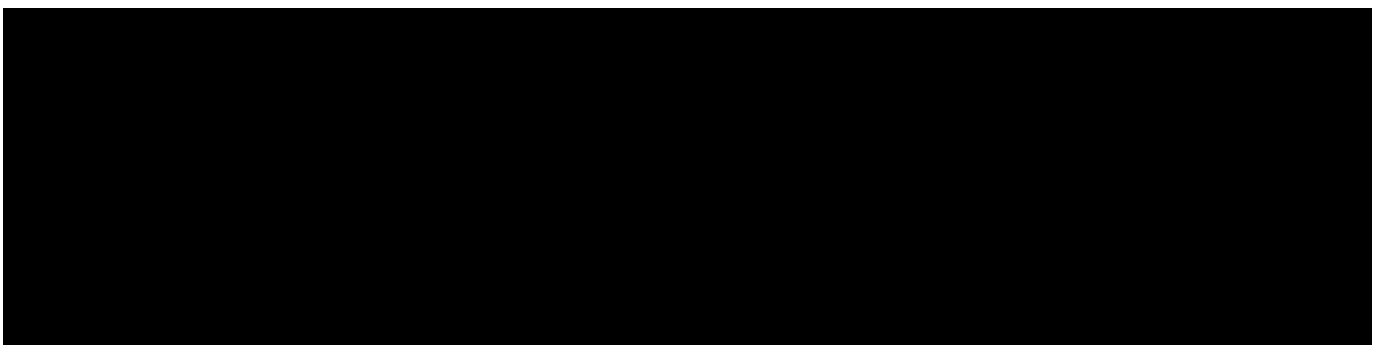
- a) STD: in accordance with applicable standards (eg: MIL-PRF-87268)
- b) STD: Completed within PMA280
- c) STD: Deliverables are made in accordance with schedule
- d) STD: Comprehensive coverage of TTWCS maintenance content

Deliverables

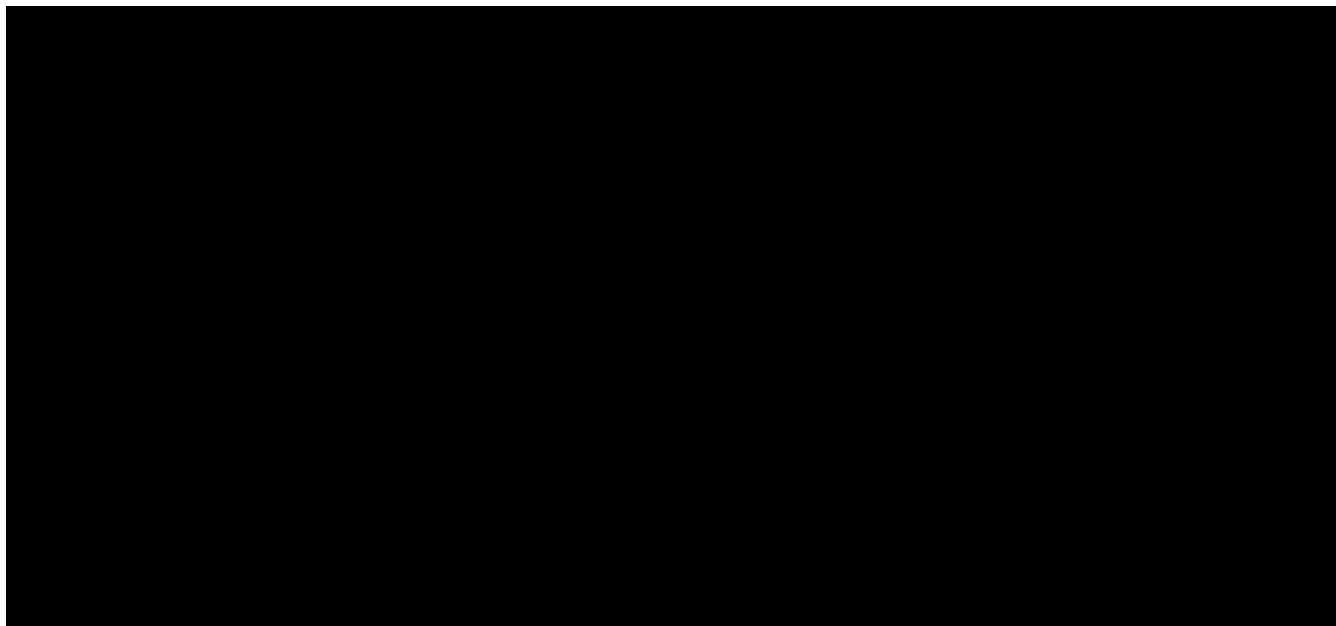
- A017 Maintenance Interactive Electronic Technical Manual (IETM) Content Style Guide
- A018 Maintenance Interactive Electronic Technical Manual (IETM)

3.4 TRAINING

Training includes curricula/course material update, conduct of shipboard training, conduct of non-shipboard training and schoolhouse on-site advisory services. Table 3-4 below provides annual travel requirements in support of training.



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3.4.1 The Contractor shall develop and update curricula and course materials for use at shore training facilities and onboard ships to instruct officer and enlisted personnel on TTWCS operations and maintenance.

Shore training courses include the TTWCS Operations and Maintenance (O&M) Course (13 weeks), the TTWCS Watch Officer Course (3 weeks) and the Cruise Missile Command Course (1 week). Materials and services shall be developed in conformance with NAVEDTRA 130 and 131 standards. The contractor shall use the appropriate version of Authoring Instructional Materials (AIM) software development and delivery by Learning Standards Office (LSO) to provide training materials.

Shipboard Initial Technical Training (ITT) curricula shall be developed in a format approved by the Government.

The PMA280 managed Training Development Team (TDT) and Course Curricula Model Manager (C2M2) provide oversight of curricula content and course structure. Current Navy System Training Plan, MIL-PRF-29612 and MIL-HDBK-29612 may be used for guidance. Foreign travel may be involved to complete this tasking for FMS customers.

Performance Standards

- a) STD: In accordance with applicable standards (NAVEDTRA 130/131)
- b) STD: Completed within PMA280 budget
- c) STD: Deliverables are made in accordance with schedule
- d) STD: Comprehensive coverage of TTWCS operations and maintenance

Deliverables

- A019 Schoolhouse Training Materials
- A020 Shipboard Training Materials and Documentation

3.4.2 The Contractor shall conduct shipboard training.

Conduct of training may be performed on surface ships, nuclear vessels and/or shore activities.

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Training duration is one to five weeks depending on complexity of change. Training events are provided in accordance with TTWCS installation and upgrade schedules.

Performance Standards

- a) STD: Deliverables are made in accordance with schedule
- b) STD: in accordance with applicable standards
- c) STD: Completed within PMA280 budget

Deliverables

A021 Training Completion Report

3.4.3 The Contractor shall perform non-shipboard training services for Navy personnel at training commands and other facilities.

Navy organizations include but are not limited to Afloat Training Groups (ATG), Tactical Training Groups (TTG) and Centers for Surface Combat Systems (CSCS).

Performance Standards

- a) STD: Completed within PMA280 budget
- b) STD: Deliverables are made in accordance with schedule

Deliverables

A021 Training Completion Report

3.4.4 The Contractor shall provide on-site technical services for Navy schoolhouses at Center for Surface Combat Systems (CSCS) Dam Neck, VA and Fleet Anti-Surface Warfare Training Center (FLTASWTRACEN) Point Loma, CA.

Technical advisory services may include maintenance of TTWCS training course materials, conduct of instruction sessions at schoolhouses/training commands and serving as subject matter experts for development of ILS products.

Performance Standards

- a) STD: Deliverables are made in accordance with schedule
- b) STD: Completed within PMA280 budget
- c) STD: Comprehensive coverage of TTWCS operations and maintenance

Deliverables

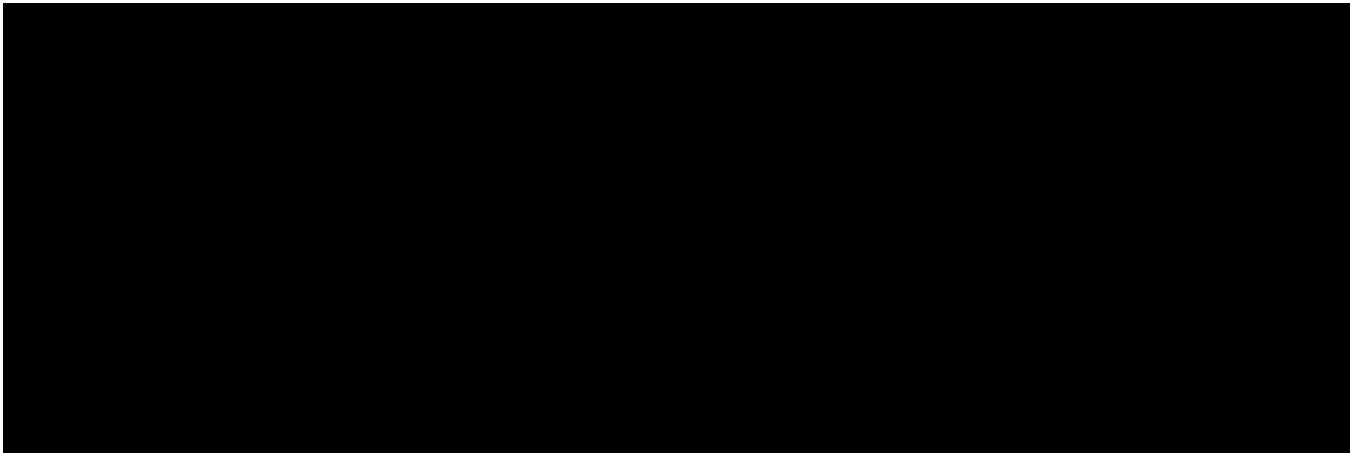
A021 Training Completion Report

3.5 Interactive Multimedia Instruction

Table 3-5 provides annual travel requirements in support of Interactive Multimedia Instruction (IMI).

TABLE 3-5. IMI TRAVEL REQUIREMENTS

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3.5.1 The Contractor shall design, develop, enhance and maintain Interactive Multimedia Instruction (IMI) for integration within the Tomahawk system.

IMI consists of Interactive Courseware (ICW) and Multi-Media Tutorials (MMT) that run on a personal computer. The TTWCS ICW consists of 40-50 lessons. These lessons are Level 2 and 3 interactive multimedia instructions which augment instructor led courses through knowledge and performance based instruction. ICW lessons focus on operational and systems security procedures. TTWCS MMTs are short training presentations developed to address items with emerging fleet impact. MMTs enhance operations, maintenance and security procedures.

Performance Standards

- a) STD: in accordance with applicable standards
- b) STD: Completed within PMA280 budget
- c) STD: Deliverables are made in accordance with schedule

Deliverables

- A022 Interactive Courseware
- A023 Multimedia Tutorial Delivery Report

3.5.1.1 The Contractor shall design, develop, enhance and maintain Shareable Content Object Reference Model (SCORM)-conformant IMI for operations training.

IMI learning objectives and content is specified by the IMI Steering Committee (IMISC), which is chaired by the government.

Performance Standards

- a) STD: in accordance with applicable standards (DoDi 1322.26)

Deliverables

- A022 Interactive Courseware

3.5.1.2 The Contractor shall integrate and test IMI products with Tomahawk and satisfy system software requirements for scoring tests, tracking student progress and maintaining confidentiality of student records.

The IMI product shall be compatible with TTWCS display systems to include the Coordinated Training Node (CTN) laptop.

Performance Standards

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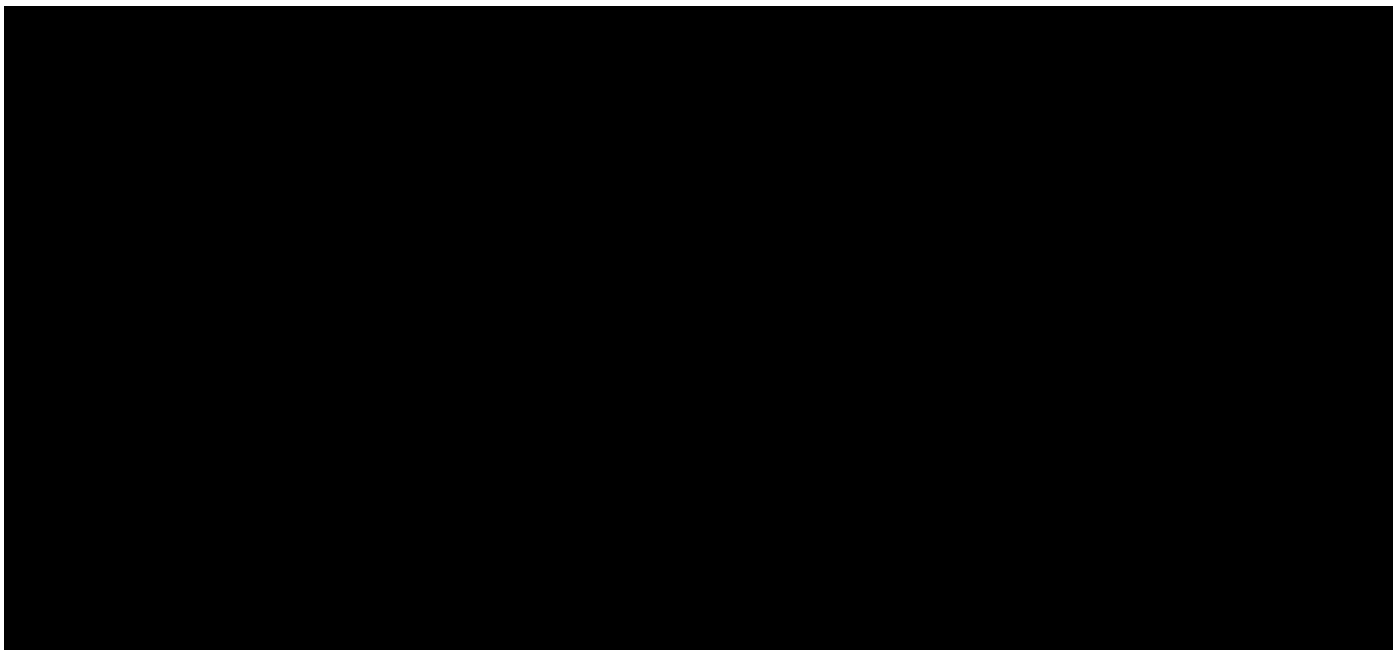
- a) STD: in accordance with applicable standards
- b) STD: in accordance with SDA architecture and specifications (System Segment Specification, System./Subsystem Design Document, JCM-2142)

Deliverables

A027 Interactive Courseware Media Package

3.6 Source Data Analysis

Source Data Analysis consists of establishing an interface with the TTWCS System Development Activity (SDA) to analyze how hardware and software changes impact logistics products. Table 3-6 provides annual travel requirements in support of Source Data Analysis.



3.6.1 The Contractor shall perform source data analysis for development of ILS products.

This includes interface with the SDA to research hardware and software design changes and updates; participation in SDA design/code inspections; meeting with developers/engineers; providing technical source material in support of logistics product development.

Performance Standards

- a) STD: Deliverables are made in accordance with schedule
- b) STD: Comprehensive coverage of TTWCS SDA activities
- c) STD: Completed within PMA280 budget

Deliverables

A024 Source Data Analysis Reports

3.6.2 The Contractor shall prepare trade studies, white papers and Analysis of Alternatives reports in support of Tomahawk programmatic initiatives.

Performance Standards

- a) STD: Deliverables are made in accordance with schedule

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- b) STD: Accurate
- c) STD: Completed within PMA280 budget

Deliverables

A025 Technical Report

3.6.3 The Contractor shall chair and manage the Support Product Team (SPT) to ensure TTWCS ILS products are technically accurate and complete.

Includes coordination of ILS product validation/verification events; use of common processes/tools across ILS products; and process improvement initiatives.

Performance Standards

- a) STD: Accurate
- b) STD: Comprehensive coverage of TTWCS operations and maintenance
- c) STD: Completed within PMA280 budget

Deliverables

A004 Meeting Minutes Report
A025 Technical Report

3.6.4 The Contractor shall provide management support to the PMA280 Assistant Program Manager for Logistics.

To include setting up and running logistics telcons/meetings; tracking telcon/meeting actions; providing telcon/meeting minutes; managing Integrated Master Schedule milestones; updating/submitting monthly budget/slide packages

Performance Standards

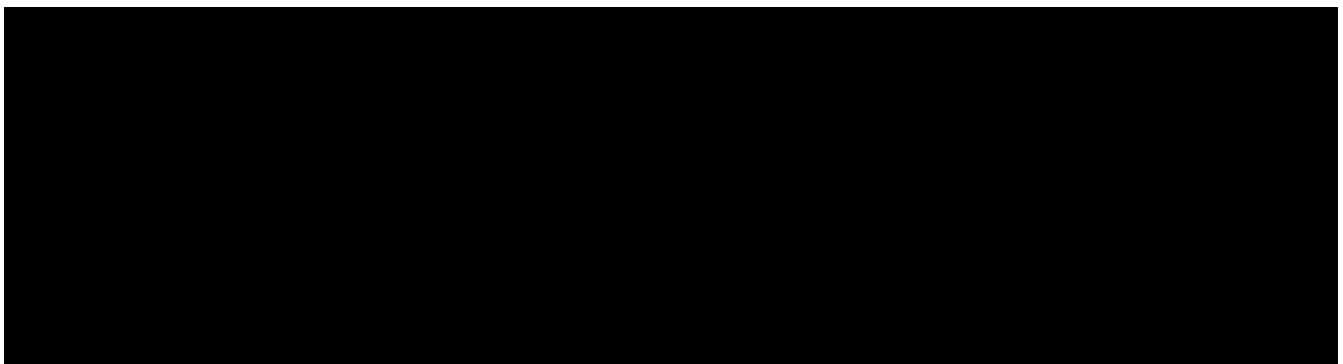
- a) STD: Complete actions within specified deadlines
- b) STD: Accurate
- c) Comprehensive coverage of meeting activity

Deliverables

A004 Meeting Minutes Report

3.7 Foreign Military Sales (FMS)

Table 3-6 provides projected annual travel requirements for two FMS customers.



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3.7.1 The Contractor shall develop integrated logistics products for FMS requirements.

Integrated logistics products may include IETM support, training support, IMI support and source data analysis support.

Performance Standards

- a) STD: Deliverables are made in accordance with schedule
- b) STD: Completed within FMS budget
- c) STD: Comprehensive coverage of TTWCS operations for FMS case

Deliverables

A021 Training Completion Report
A026 Interactive Support System (ISS) IETM & Content Version for FMS
A028 Training Materials and Documentation for FMS

3.8 Information Technology

Table 3-8 provides annual travel requirements for IT component of this contract.

3.8.1 The Contractor shall maintain an information systems environment to facilitate development of integrated logistics products including IETMs, training curricula and IMI.

Information systems environment will provide ability to protect and disseminate data in accordance with DoD guidelines.

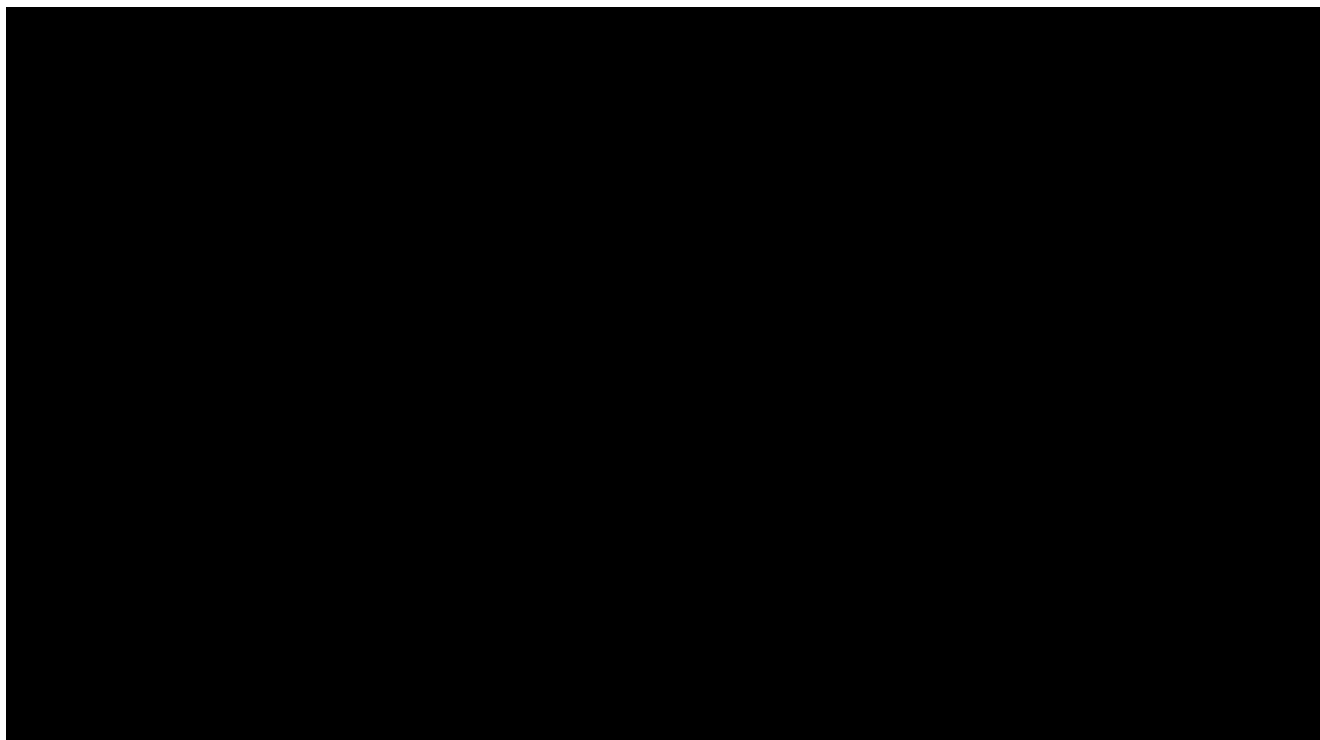
Performance Standards

- a) STD: Compliant with DoD Manual 5220.22M and DoD Instruction 5205.13

3.8.2 The Contractor shall obtain and maintain a SIPRNET circuit to facilitate development of integrated logistics products.

SIPRNET circuit requires Communications Security (COMSEC) equipment and COMSEC account.

Personnel performing technical category Information assurance functions at any level must be certified to the highest level function(s) performed in accordance with DoD 8570.01-M. All privileged users of SIPRNET circuit are categorized as Automated Data Processing Category I (ADP-I) and must possess a Single Scope Background Investigation (SSBI) and personal security clearance level equivalent to the classification of the SIPRNET. Table 3-9 provides IT position designations for privileged users.



Performance Standards

a) STD: Compliant with applicable standards including DoD 8570.01-M

AQL: 100% Compliant with all Regulations

4 Deliverables

The contractor shall provide deliverables as described in Technical Instructions. Deliverables shall be specified by the government. Format and delivery schedule for deliverables shall be outlined in CDRLs and Technical Instructions.

Identifier	Name	Description
A001	Contract Work Breakdown Structure	
A002	Funds and Man-Hour Expenditure Report	
A003	Contractor Progress Status and Management Report	

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A004	Meeting Minutes Report
A005	Quality Program Plan
A006	Interactive Support System (ISS) IETM & Content Version
A007	Interactive Support System (ISS) Software Development Plan
A008	Interactive Support System (ISS) Software Requirement Specification
A009	Interactive Support System (ISS) Software Design Description
A010	Interactive Support System (ISS) Software Test Plan
A011	Interactive Support System (ISS) Software Test Description
A012	Interactive Support System (ISS) Software Test Report
A013	Interactive Support System (ISS) Software Version Description & Interface Design Description
A014	Interactive Support System (ISS) Software Product Specification
A015	Interactive Support System (ISS) Content Integration Plan
A016	Interactive Support System (ISS) Content Style Guide
A017	Maintenance Interactive Electronic Technical Manual (IETM) Content Style Guide
A018	Maintenance Interactive Electronic Technical Manual (IETM)
A019	Schoolhouse Training Materials
A020	Shipboard Training Materials and Documentation

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A021	Training Completion Report
A022	Interactive Courseware
A023	Multimedia Tutorial Delivery Report
A024	Source Data Analysis Reports
A025	Technical Report
A026	Interactive Support System (ISS) IETM & Content Version for FMS
A027	Interactive Courseware Media Package
A028	Training Materials and Documentation for FMS

5 Related Documents

The following documents are related to this project:

- a. 04/30/2015 – ILS vs Evolutionary Acquisition Strategy
- b. DISN CPG 5.0 – Network Services (NS/NSC) Enterprise Connection Division Defense Information Systems Network (DISN) Connection Process Guide
- c. DoDI 8523.01 – Communications Security (COMSEC)
- d. IEEE/EIA 12207-2008 - Standard for Information Technology - Software Life Cycle Processes
- e. MIL-PRF-87268C - Manuals, Interactive Electronic Technical – General Content, Style, Format, and User Interaction Requirements
- f. MIL-PRF-29612B - Training Data Products
- g. NAVEDTRA 130 and 131 - Curriculum Development Manuals
- h. ISO/DIS 9001 - Quality Management System Requirements
- i. MIL-HDBK-29612 Part 1A/2A/3A/4A - Guidance for Acquisition of Training Data Products and Services
- j. MIL-M-85337B - Manuals, Technical: Quality Assurance Program Requirements
- k. JCM-2207 - Software Change Management Process
- l. JCM-2216 - Software Metrics Management
- m. PMA 280-1230 - Tomahawk Weapon Systems Configuration Management Plan
- n. JCM-2142 - System Specification & Design Document (SSDD) for Tomahawk Weapon

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System Baseline IV

- o. ORD Ser # 641-76-04 - TWS Baseline IV Operational Requirements Document
- p. TTWCS SSS BL 5.44 - TTWCS System Segment Specification
- q. JCM 2245/TTWCS 03-1213 - TTWCS Human Computer Interaction (HCI) Style Guide
- r. TWCS- 03-1293 - TTWCS Software Support Activity (SSA) Configuration Management Plan
- s. NTSP S-30-0201C - TTWCS Navy Training System Plan
- t. TTWCS 13-2303 - Twcs SDA HCI Design Specification for TTWCS v5.4.0.2 and v5.5

6 Schedule

Expected TSA requirements and deliveries are provided below. They are broken down by contract year and product category.

BASE YEAR (FY16) TRAINING

Curricula

- Deliver Draft (Test Ship) v5.4.0.2 Shipboard Curricula (HPUX to v5.4.0.2 Differences)
- Deliver UK TTWCS v5.4.0.2 Shipboard Curricula

Conduct TTWCS Shipboard Training Events

- (2) v5.3.5.2X to v5.4.0.1 – 10 Day Course
- (13) v5.3.6X to v5.4.0.1 – 10 Day Course
- (1) TIP/TTB Training – 5 Day Course ISO Test Ship
- (1) v5.4.0.2 training for SCN crew at NSWC PHD – 35 Day Course

Conduct TTWCS Non-Shipboard Training Events

- (1) v5.4.0.2 ITA Exercise training with ATGPAC at NSWC PHD – 5 Day Course
- Provide on-site Advisory services at Point Loma and Dam Neck schoolhouses

INTERACTIVE SUPPORT SYSTEM (ISS)

- Provide (1) content delivery for TTWCS v5.4.0.2 ISO Test Ship
- Provide (1) final content delivery for TTWCS v5.4.0.1
- Provide draft DDG1000 ISS for v5.5

INTERACTIVE MULTIMEDIA INSTRUCTION (IMI)

- Provide (2) Multimedia Tutorials ISO Fleet requirements
- Provide TTWCS v5.4.0.2 ICW Incremental Build
- Provide (1) final Multimedia Tutorials delivery for TTWCS v5.4.0.1
- Provide (1) final Interactive Courseware delivery for TTWCS v5.4.0.1
- Provide Draft DDG1000 Multimedia Tutorials for v5.5
- Provide Updated Multimedia Tutorial Library

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MAINTENANCE IETM

- Provide (1) final Maintenance IETM for TTWCS v5.4.0.1
- Provide updated IETM ISO v5.4.0.2 Test Ship
- Provide Draft DDG1000 IETM for v5.5

SOURCE DATA ANALYSIS

- Provide Validation/Verification activity for ILS products including ISS content
- Conduct Build Confidence Testing for ICW, ISS and Maintenance IETM deliveries
- Begin v5.6 software User Impact Document development (quantity and delivery TBD)
- Provide PMA-280 ILS Program Office support
- Participate in ILS/SE/ISEA IPT's in support of ILS efforts

INFORMATION TECHNOLOGY

- Provide system/network administration and provide hardware and software installation/maintenance
- Maintain local TCAP portal and SIPRNET circuit

FOREIGN MILITARY SALES SUPPORT

- Provide SDAT support for UK
- Provide UK TTWCS v5.4.0.2 curricula
- Conduct (1) UK TTWCS v5.4.0.2 Train the Trainer event
- Provide (1) delivery of ISS for UK TTTWCS v5.4.0.2

SSGN SUPPORT

- Provide SSGN v5.4.0.2 preliminary ISS
- Provide SSGN v5.4.0.2 preliminary Multimedia Tutorials
- Provide SSGN v5.4.0.2 preliminary Interactive Courseware
- Provide SSGN v5.4.0.2 preliminary IETM
- Refresher training for TLC suites at TTF Kings Bay and TTF Bangor

OPTION YEAR 1 (FY17) TRAINING

Curricula

- Deliver Final v5.4.0.2 Shipboard Curricula
- Deliver v5.5 Curricula

Conduct TTWCS Shipboard Training Events

- (1) v5.3.5.2X to v5.4.0.2 – 35 Day Course
- (4) v5.3.6X to v5.4.0.1 – 10 Day Course
- (3) v5.3.6.X to v5.4.0.2 –35 Day Course
- (3) v5.4.0.1 to v5.4.0.2 –35 Day Course
- (3) v5.4.0.2 training for SCN crews at NSWC PHD – 35 Day Course
- (1) v5.5 training for DDG1000 – 35 Day Course

Conduct TTWCS Non-Shipboard Training Events

- (1) v5.4.0.2 ITA Exercise training with ATGPAC at NSWC PHD – 5 Day Course
- (1) v5.5 Train the Trainers – 10 Day Course

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- Provide on-site Advisory services at Point Loma and Dam Neck schoolhouses

INTERACTIVE SUPPORT SYSTEM

- Provide (1) content delivery of TTWCS v5.4.0.2
- Provide (1) content delivery of TTWCS v5.5 ISO crew training
- Start content development work on v5.6

INTERACTIVE MULTIMEDIA INSTRUCTION

- Provide (1) Interactive Courseware delivery for v5.4.0.2
- Provide (2) Multimedia Tutorials deliveries
- Provide (1) Interactive Courseware v5.5 deliveries ISO crew training
- Provide (1) Multimedia Tutorials v5.5 deliveries ISO crew training
- Provide Updated Multimedia Tutorial Library

MAINTENANCE IETM

- Provide (1) Maintenance IETM TTWCS v5.4.0.2 delivery
- Provide (1) Maintenance IETM TTWCS v5.5 ISO crew training
- Start development work on v5.6 IETM

SOURCE DATA ANALYSIS

- Provide Validation/Verification activity for ILS products including ISS content
- Conduct Build Confidence Testing for ICW, ISS and Maintenance IETM deliveries
- Continue v5.6 software User Impact Document development
- Provide PMA-280 ILS Program Office support
- Participate in ILS/SE/ISEA IPT's in support of ILS efforts

INFORMATION TECHNOLOGY

- Provide system/network administration and provide hardware and software installation/maintenance
- Maintain local TCAP portal and SIPRNET circuit

FOREIGN MILITARY SALES SUPPORT

- Provide training, documentation and SDAT support for UK

SSGN SUPPORT

- Provide SSGN v5.4.0.2 updated ISS
- Provide SSGN v5.4.0.2 updated Multimedia Tutorials
- Provide SSGN v5.4.0.2 updated Interactive Courseware
- Provide SSGN v5.4.0.2 updated IETM
- Deliver SSGN v5.4.0.2 Curricula
- Upgrade training for TLC suites at TTF Kings Bay and TTF Bangor

OPTION YEAR 2 (FY18) TRAINING

Conduct TTWCS Shipboard Training Events

- (1) v5.3.5.2X to v5.4.0.2 – 25 Day Course
- (9) v5.4.0.1 to v5.4.0.2 –25 Day Course

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- (1) v5.4.0.2 training for SCN crews at NSWC PHD SWEF – 25 Day Course
- (2) v5.5 training for DDG1001 & 1002 – 25 Day Course

Conduct TTWCS Non-Shipboard Training Events

- (1) v5.4.0.2 ITA Exercise training with ATGPAC at NSWC PHD – 5 Day Course
- (1) v5.5 Train the Trainers – 10 Day Course
- Provide on-site Advisory services at Point Loma and Dam Neck schoolhouses

INTERACTIVE SUPPORT SYSTEM

- Provide (1) content delivery of TTWCS v5.4.0.2
- Continue content development work on TTWCS v5.6
- Provide (1) content delivery for TTWCS v5.6
- Provide (1) content delivery for TTWCS v5.5 ISO DT/OT

INTERACTIVE MULTIMEDIA INSTRUCTION

- Provide (1) Interactive Courseware delivery for TTWCS v5.4.0.2
- Provide (2) Multimedia Tutorials deliveries for TTWCS v5.4.0.2
- Provide (1) Interactive Courseware delivery for TTWCS v5.6
- Provide (1) Multimedia Tutorials delivery for TTWCS v5.6
- Provide (1) Interactive Courseware delivery for TTWCS v5.5 ISO DT/OT
- Provide Updated Multimedia Tutorial Library
- Provide (1) Multimedia Tutorials delivery for TTWCS v5.5 ISO DT/OT

MAINTENANCE IETM

- Provide (1) Maintenance IETM TTWCS v5.4.0.2
- Provide (1) Maintenance IETM TTWCS v5.6
- Provide (1) Maintenance IETM TTWCS v5.5 ISO DT/OT

SOURCE DATA ANALYSIS

- Provide Validation/Verification activity for ILS products including ISS content
- Conduct Build Confidence Testing for ICW, ISS and Maintenance IETM deliveries
- Continue v5.6 software User Impact Document development
- Provide PMA-280 ILS Program Office support
- Participate in ILS/SE/ISEA IPT's in support of ILS efforts

INFORMATION TECHNOLOGY

- Provide system/network administration and provide hardware and software installation/maintenance
- Maintain local TCAP portal and SIPRNET circuit

FOREIGN MILITARY SALES SUPPORT

- Provide training, documentation and SDAT support for UK
- Provide training, documentation and SDAT support for TBD FMS

SSGN SUPPORT

- Provide SSGN v5.4.0.2 updated ISS
- Provide SSGN v5.4.0.2 updated Multimedia Tutorials
- Provide SSGN v5.4.0.2 updated Interactive Courseware

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- Provide SSGN v5.4.0.2 updated IETM
- Upgrade training for TLC suites at TTF Kings Bay and TTF Bangor

OPTION YEAR 3 (FY19) TRAINING

Curricula

- Deliver Final v5.4.0.2 Pipeline Curricula
- Deliver v5.6 Draft Curricula for Test Ship

Conduct TTWCS Shipboard Training Events

- (1) v5.3.5.2X to v5.4.0.2 – 35 Day Course
- (2) v5.3.6X to v5.4.0.2 – 35 Day Course
- (8) v5.4.0.1 to v5.4.0.2 – 35 Day Course
- (2) v5.4.0.2 training for SCN crews at NSWC PHD SWEF – 35 Day Course
- (1) v5.6 Dry Run, (1) TTT, and (1) Test Ship Training – 10 Day Courses

Conduct TTWCS Non-Shipboard Training Events

- (1) v5.4.0.2 ITA Exercise training with ATGPAC at NSWC PHD – 5 Day Course
- Provide on-site Advisory services at Point Loma and Dam Neck schoolhouses

INTERACTIVE SUPPORT SYSTEM

- Provide (1) content delivery for TTWCS v5.6
- Provide (1) content delivery for TTWCS v5.6 ISO Test Ship
- Provide (1) content delivery for TTWCS v5.5 ISO Post OT

INTERACTIVE MULTIMEDIA INSTRUCTION

- Provide (1) Multimedia Tutorials delivery for TTWCS v5.6
- Provide (1) Interactive Courseware delivery for TTWCS v5.6 ISO Test Ship
- Provide (1) Multimedia Tutorials delivery for TTWCS v5.6 ISO Test Ship
- Provide (1) Interactive Courseware delivery for TTWCS v5.5 ISO Post OT
- Provide (1) Multimedia Tutorials delivery for TTWCS v5.5 ISO Post OT
- Provide Updated Multimedia Tutorial Library

MAINTENANCE IETM

- Provide (1) Maintenance IETM TTWCS v5.6
- Provide (1) Maintenance IETM TTWCS v5.6 ISO Test Ship
- Provide (1) Maintenance IETM TTWCS v5.5 ISO Post OT

SOURCE DATA ANALYSIS

- Provide Validation/Verification activity for ILS products including ISS content
- Conduct Build Confidence Testing for ICW, ISS and Maintenance IETM deliveries
- Continue v5.6 software User Impact Document development
- Provide PMA-280 ILS Program Office support
- Participate in ILS/SE/ISEA IPT's in support of ILS efforts

INFORMATION TECHNOLOGY

- Provide system/network administration and provide hardware and software

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installation/maintenance

- Maintain local TCAP portal and SIPRNET circuit

FOREIGN MILITARY SALES SUPPORT

- Provide training, documentation and SDAT support for UK
- Provide training, documentation and SDAT support for TBD FMS

SSGN SUPPORT

- Provide SSGN v5.4.0.2 updated ISS
- Provide SSGN v5.4.0.2 updated Multimedia Tutorials
- Provide SSGN v5.4.0.2 updated Interactive Courseware
- Provide SSGN v5.4.0.2 updated IETM
- Refresher training for TLC suites at TTF Kings Bay and TTF Bangor

OPTION YEAR 4 (FY20) TRAINING

Conduct TTWCS Shipboard Training Events

- (1) v5.3.5.2X to v5.4.0.2 – 35 Day Course
- (5) v5.3.6X to v5.4.0.2 – 35 Day Course
- (5) v5.4.0.1 to v5.4.0.2 –35 Day Course
- (1) v5.4.0.2 training for SCN crew at NSWC PHD SWEF – 35 Day Course

Conduct TTWCS Non-Shipboard Training Events

- (1) v5.4.0.2 ITA Exercise training with ATGPAC at NSWC PHD – 5 Day Course
- Provide on-site Advisory services at Point Loma and Dam Neck schoolhouses

INTERACTIVE SUPPORT SYSTEM

- Provide (1) content delivery of TTWCS v5.4.0.2

INTERACTIVE MULTIMEDIA INSTRUCTION

- Provide (2) Interactive Courseware deliveries for TTWCS v5.4.0.2
- Provide (2) Multimedia Tutorials deliveries for TTWCS v5.4.0.2
- Provide Updated Multimedia Tutorial Library

MAINTENANCE IETM

- Provide (1) Maintenance IETM FOR TTWCS v5.4.0.2

SOURCE DATA ANALYSIS

- Provide Validation/Verification activity for ILS products including ISS content
- Conduct Build Confidence Testing for ICW, ISS and Maintenance IETM deliveries
- Provide PMA-280 ILS Program Office support
- Participate in ILS/SE/ISEA IPT's in support of ILS efforts

INFORMATION TECHNOLOGY

- Provide system/network administration and provide hardware and software installation/maintenance
- Maintain local TCAP portal and SIPRNET circuit

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FOREIGN MILITARY SALES SUPPORT

- Provide training, documentation and SDAT support for UK
- Provide training, documentation and SDAT support for TBD FMS

SSGN SUPPORT

- Provide SSGN v5.4.0.2 updated ISS
- Provide SSGN v5.4.0.2 updated Multimedia Tutorials
- Provide SSGN v5.4.0.2 updated Interactive Courseware
- Provide SSGN v5.4.0.2 updated IETM
- Refresher training for TLC suites at TTF Kings Bay and TTF Bangor

CLAUSES INCORPORATED BY FULL TEXT

HQ C-1-0001 ITEM(S) - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

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

HQ C-1-0002 ITEM(S) - ENGINEERING SERVICES (NAVSEA) (APR 2004)

(a) The Contractor shall furnish the services of qualified engineer(s) to:

- (1) Assist in planning, installation, testing, checkout, adjustment, operation, disassembly, and repair of ; and
- (2) Perform on-the-job instruction and training of Navy personnel (military and/or civilian). (Not applicable to SCN funded items).

(b) For purposes of this requirement, the following definitions apply:

- (1) "Domestic services" means services rendered within the United States (U.S.) and/or on Navy vessels in ports within the U.S. or at sea, provided the vessel does not enter port outside the U.S.
- (2) "Foreign services" means services other than domestic.
- (3) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.
- (4) "Man day" means the services of one engineer for one day of eight hours, Monday through Friday (excluding holidays).
- (5) "Holidays" means all Federally recognized holidays.

(c) The engineering services shall be performed within the limits, if any, as to place(s) and period(s) specified therefore, as authorized by .

(d) When authorized under paragraph (c) above, each engineer shall perform engineering services in accordance with supplemental instructions provided by the Contract Administration Office (CAO) cognizant of vessel construction/conversion contract, a representative of the authorizing activity or a representative of the activity where the engineering services are performed, as applicable. However, each engineer shall not be considered an employee of the Government.

(e) Travel time necessary for performance of such services shall be included in computing

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the man days of service. When services are performed at sea and the engineer(s) is unable to leave the vessel when work is completed, the remaining time aboard the vessel shall be considered travel time for purposes of computing the man days of services. However, the Contractor shall be paid for no more than one man day of service per calendar day for each engineer while in travel status.

(f) Passports, visas, inoculations and other medical requirements necessary for performance of engineering services shall be at the sole responsibility and expense of the Contractor.

(g) Each time services are performed, the engineer(s) shall obtain a certification of performance from a responsible U.S. Government official aboard the vessel or at the activity where the services were performed, citing tasks satisfactorily performed and hours worked each day.

(h) The maximum liability of the Government for each engineering services item shall not exceed the amount set forth in the Schedule, or the amount obligated whichever is less. If, at any time, the Contractor has reason to believe that the amounts it expects to incur in the performance of each engineering services item in the next succeeding sixty (60) days, when added to all amounts previously incurred, will exceed seventy-five percent (75%) of the amount then set forth in the Schedule; or if, at any time, the Contractor has reason to believe that the man days and/or amount for the full performance of each engineering services item will be greater than or substantially less than that set forth in the Schedule, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of the man days and/or amount for the performance of said item. The Contractor shall not exceed the obligated amount for each engineering services item, unless and until the Contracting Officer has increased such amount in writing.

(i) In the event the Government does not designate time(s) and place(s) sufficient for performance of the total quantity of engineering services set forth in the Schedule within the period(s) provided therefore, those services not furnished shall be deemed to be terminated for the convenience of the Government at no cost to the Government. Such termination shall be evidenced by a written document signed by the Contracting Officer and mailed or otherwise furnished to the Contractor.

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

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

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software

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

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

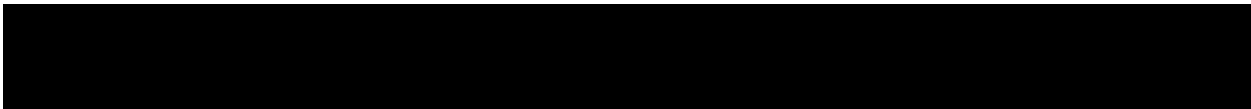
(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include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

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

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

HQ C-2-0014 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



(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.

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

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

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

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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 or by others during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government or to the contractor on behalf of the Government on a confidential basis by other persons. Further, the prohibition against release of this 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 not expire after a given period of time.

(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

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Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

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

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

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

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

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

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

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

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

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SECTION D PACKAGING AND MARKING

Packaging and marking shall be in accordance with the Section D of the SeaPort-e Multiple Award IDIQ contract.

HQ D-1-0001 DATA PACKAGING LANGUAGE

Applicable to CLINs 7001, 7101, 7201, 7301, and 7401.

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

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

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

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

- (1) name and business address of the Contractor
- (2) contract number/task order number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor: Land Attack Department Code L40

(Name of Individual Sponsor)

NAVSEA NSWC PHD

(Name of Requiring Activity)

Port Hueneme, CALIFORNIA

(City and State)

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e Multiple Award IDIQ contract, supplemented by the Performance Requirements Summary in conjunction with the Quality Assurance Surveillance Plan (QASP) Attachment 8.

CLAUSES INCORPORATED BY FULL TEXT

HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

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

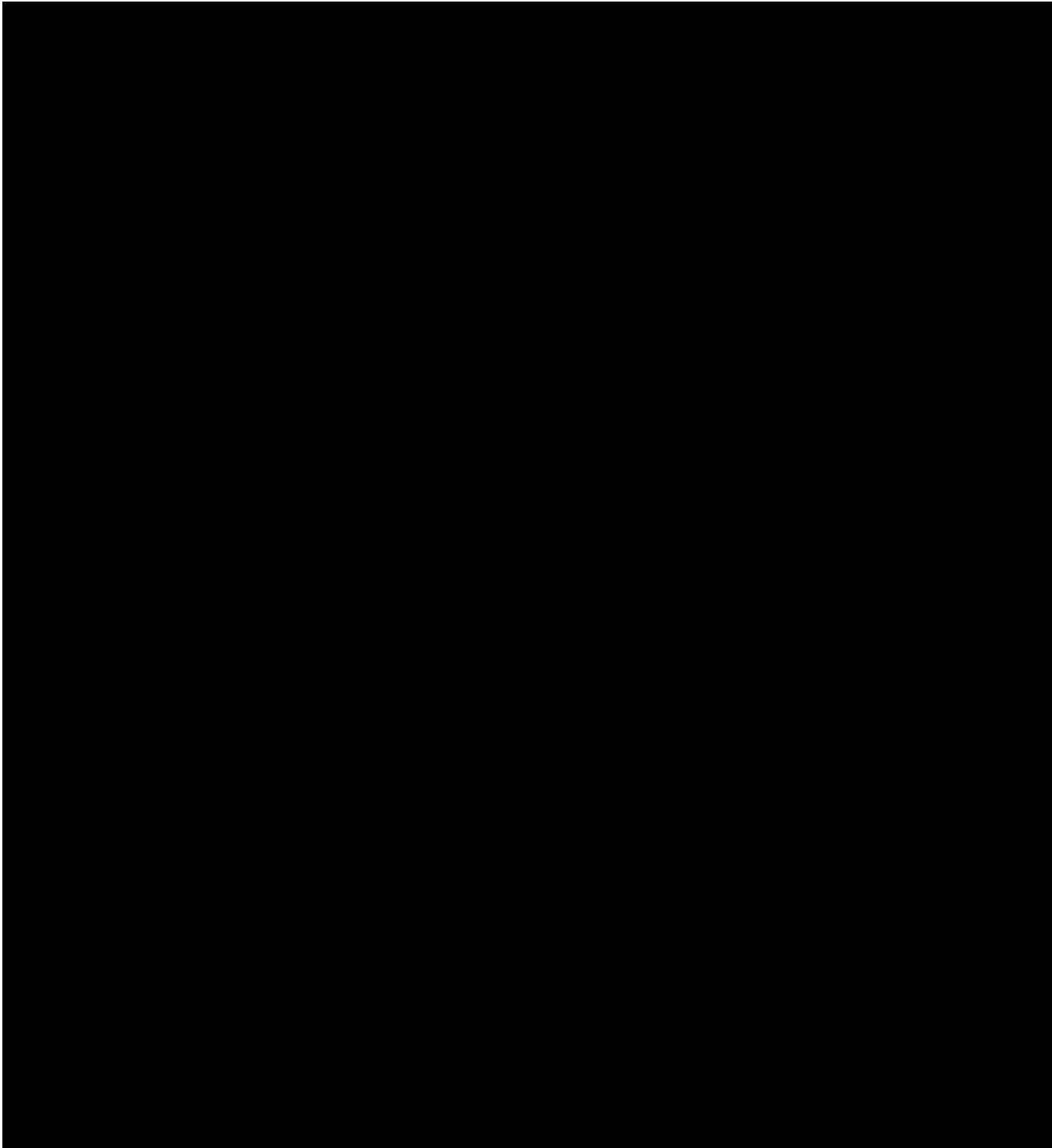
Applicable to CLINs 7001, 7101, 7201, 7301, and 7401.

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

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

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SECTION F DELIVERABLES OR PERFORMANCE



The following FAR Clauses are included by reference:

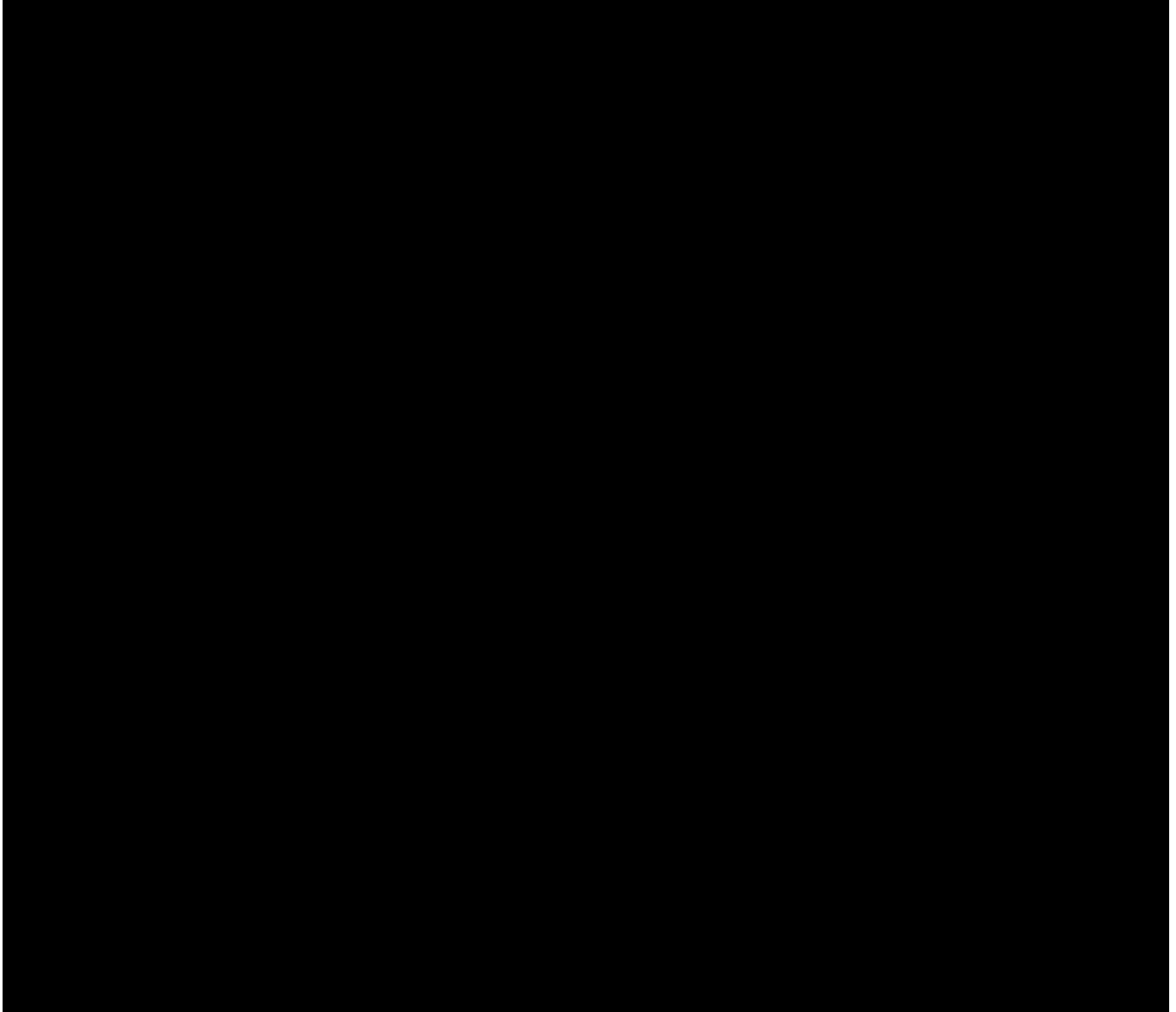
52.242-15	STOP WORK ORDER	AUG 1989
52.242-15	STOP WORK ORDER (ALT I)	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

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HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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



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

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

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SECTION G CONTRACT ADMINISTRATION DATA

SYSTEM FOR AWARD MANAGEMENT (SAM) – The contractor must be registered in SAM in order to be eligible for award. The Contractor must maintain registration throughout the ordering period. PAYMENT will not be made to the contractor if the Contractor's registration lapse.

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 BILLING INSTRUCTIONS OCT 2005

CLAUSES INCORPORATED BY FULL TEXT

CNIN-G-0009 SECURITY ADMINISTRATION

The highest level of security required under this contract is TOP SECRET as designated on DD Form 254 attached hereto and made a part hereof. The Commander, Defense Security Service, Director of Industrial Security, ___* Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

* To be filled in at time of award.

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

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

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

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

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

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

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

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

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

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

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

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

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s). Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

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

N/A

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable".)

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

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC HQ0338

Issue By DoDAAC N63394

Admin DoDAAC S2404A

Inspect By DoDAAC N63394

Ship To Code N63394

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Ship From Code N63394

Mark For Code N/A

Service Approver (DoDAAC) N63394

Service Acceptor (DoDAAC) N/A

Accept at Other DoDAAC N/A

LPO DoDAAC N/A

DCAA Auditor DoDAAC HAA211

Other DoDAAC (s) N/A

 (*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure

a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system. _____

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact. (1) NAVSEA HQ WAWF Helpdesk: WAWFHQ@navy.mil; or

Local Contracting Office WAWF POC/Group Administrator (GAM) Karen Dawley at (805) 228-0921 or

██████████

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

All TBD in the clause will be completed at time of award.

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(End of Clause)

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

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

* _____

* To be completed by the contractor if the contractor's administration address is different.

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

Contracting Officer Representative

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

Contracting Officer

HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

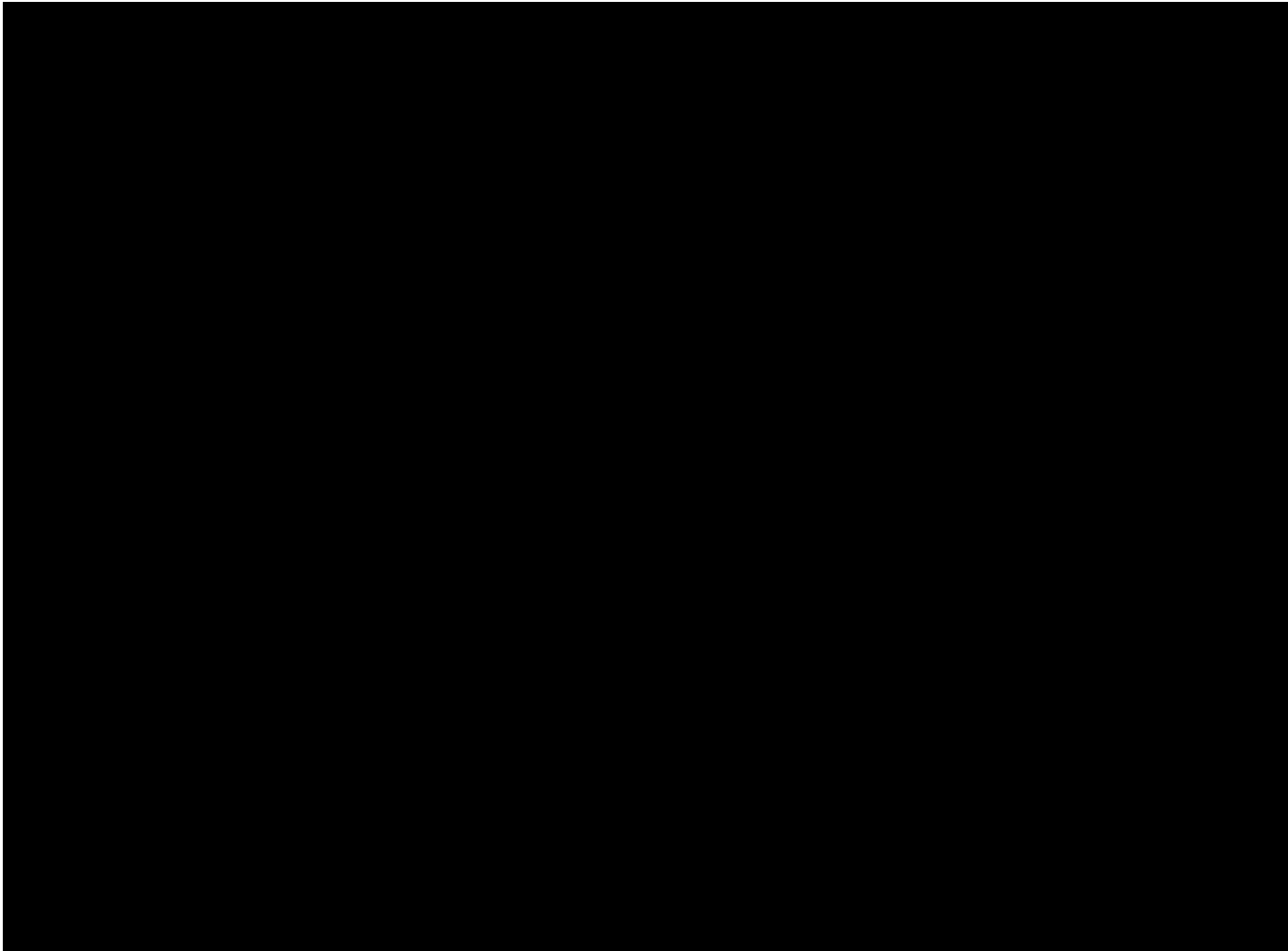
(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line

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item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal.

Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

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



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SECTION H SPECIAL CONTRACT REQUIREMENTS

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

)

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

(a) DEPARTMENT means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

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

(d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply

Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

5252.216-9122 LEVEL OF EFFORT (DEC 2000)

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

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(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 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:

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

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.

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(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.

(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

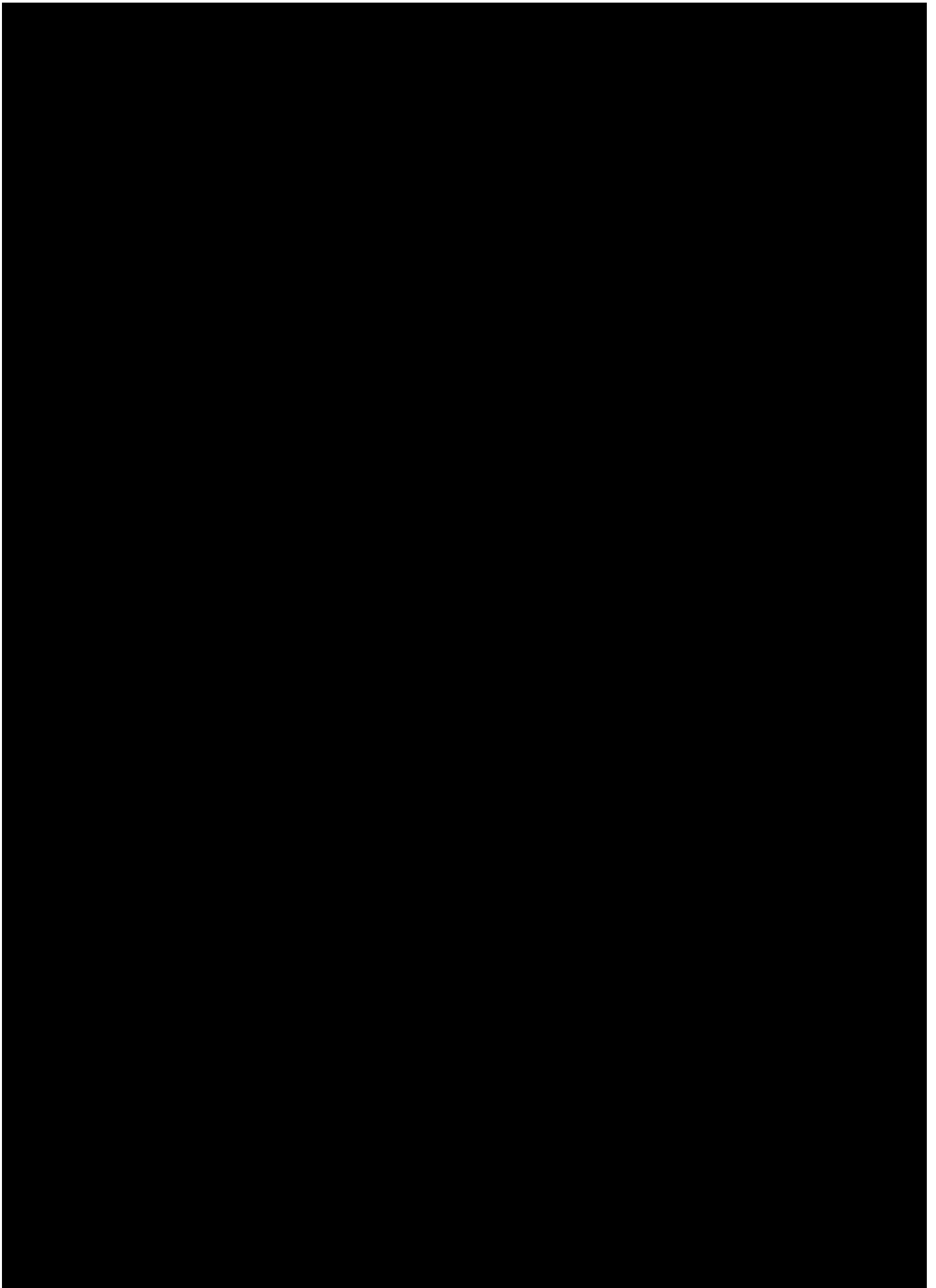
will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall 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.

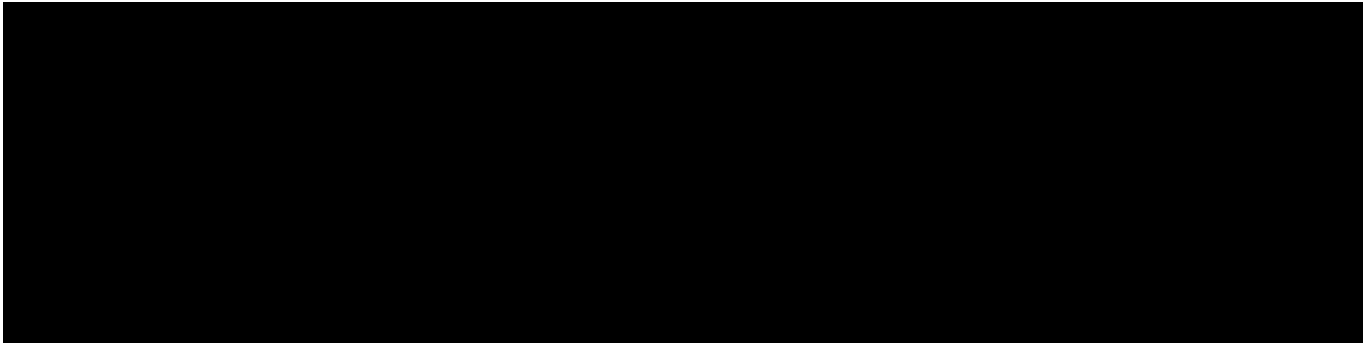
5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

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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 TBD are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

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.

5252.242-9115 TECHNICAL INSTRUCTION (APR 1999)

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

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

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(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract.

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

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

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

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.207-3	RIGHT TO FIRST REFUSAL OF EMPLOYMENT	MAY 2006
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATION	DEC 2014
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG 2011
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010
52.216-11	COST CONTRACT - NO FEE	APR 1984
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2014
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-41	SERVICE CONTRACT LABOR STANDARDS	MAY 2014
52.222-50	COMBATTING TRAFFICKING IN PERSONS	MAR 2015
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.224-2	PRIVACY ACT	APR 1984
52.227-1	AUTHORIZATION & CONSENT	DEC 2001
52.227-2	NOTICE & ASSISTANCE REGARDING PATENT /COPYRIGHT INFRINGEMENT	DEC 2007
52.227-11	PATENT RIGHTS – RETENTION BY CONTRACTOR	DEC 2007
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	AUG 2012
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATION	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	AUG 1996
52.244-2	SUBCONTRACTS	OCT 2010
252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP 2011
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013

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252.204-7000	DISCLOSURE OF INFORMATION	AUG 2013
252.203-7004	DISPLAY OF FRAUD HOTLINE POSTER(S)	JAN 2015
252.204-7005	ORAL ATTESTATION OF SECURITY REQUIREMENTS	NOV 2001
252.204-7003	CONTROL OF GOVERNMENT WORK PRODUCT	APR 1992
252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV 2013
252.204-7015	DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS	FEB 2014
252.223-7006	PROHIBITION ON STORAGE, TREATMENT AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIAL	SEP 2014
252.225-7048	EXPORT CONTROLLED ITEMS	JUN 2013
252.227-7013	RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS	FEB 2014
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE & NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB 2014
252.227-7016	RIGHTS IN BID OR PROPOSAL INFO	JAN 2011
252.227-7017	IDENTIFICATION & ASSERTION OF USE	JAN 2011
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS	SEP 2011
252.227-7025	LIMITATIONS ON USE OR DISCLOSURE OF GFI INFO MARKED WITH RESTRICTIVE LEGENDS	MAY 2013
252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR 1988
252.227-7027	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR 1988
252.227-7028	TECH DATA OR COMP SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERN.	JUN 1995
252.227-7030	TECHNICAL DATA – WITHHOLDING PAYMENT	MAR 2000
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECH DATA	JUN 2013
252.227-7038	PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)	JUN 2012
252.227-7039	PATENTS –REPORTING OF SUBJECT INVENTIONS	APR 1990
252.232-7010	LEVIES ON CONTRACT PAYMENT	DEC 2006
252.246-7001	WARRANTY OF DATA	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

09RA 52.217-9 -- Option to Extend the Term of the Contract (mar 2008)

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(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(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 options under this clause, shall not exceed five years.

(End of Clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of Clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (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.

Option 1 Items, listed below, latest option exercise date is one day prior to expiration of the Base period.

7100

9100

Option 2 Items, listed below, latest option exercise date is one day prior to expiration of Option 1.

7200

9200

Option 3 Items, listed below, latest option exercise date is one day prior to expiration of Option 2.

7300

9300

Option 4 Items, listed below, latest option exercise date is one day prior to expiration of Option 3.

7400

9400

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

(c) The total duration of this Task Order, including the exercise of any options under this clause, shall not exceed five years.

(End of Clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

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

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

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

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

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

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

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

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

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

(End of Clause)

**52.222-42 STATEMENT OF EQUIVALENT RATES FOR MAY 2014
FEDERAL HIRES**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits

(End of Clause)

WAGE DETERMINATION – The Department of Labor wage determination for Ventura County, California is provided as Attachments (5) to the Solicitation. Compliance with the wage determination mandatory. Include the appropriate SCA Codes for each corresponding labor categories used in your direct labor cost proposal.

STATEMENT OF CORRELATION – DOL WAGE CATEGORIES

The following represents the Government correlation of RFP labor categories to the Department of Labor (DoL) Wage Categories. This correlation is provided to assist offerors in preparing realistic price proposal and to assist offerors in complying with the Service Contract Act (SCA). Offerors who fail to propose in accordance with this clause may risk rejection or the cost proposal will be adjusted for cost realism. Offerors are reminded that compliance with the SCA and DoL Wage Determination is mandatory and any evidence of noncompliance will be forwarded to the DoL.

LABOR CATEGORY	DoL OCCUPATION TITLE	SCA CODE

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252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014)

(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) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) “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.

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(7) “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.

(8) “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.

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

(10) “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.

(11) “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.

(12) “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.

(13) “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.

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(14) “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—

(i) The reproduction, release, disclosure, or use is—

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

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

(15) “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.

(16) “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

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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 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)(1)(ii) and (b)(1)(iv) through (b)(1)(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

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(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—

(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.

(iv) The Contractor acknowledges that—

(A) Limited rights data are authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

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(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)(14) 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)(14) 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 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.

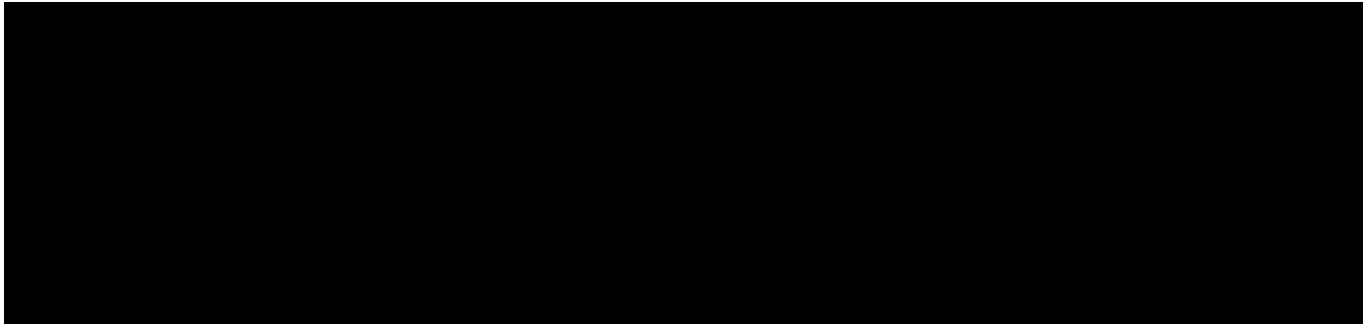
(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with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

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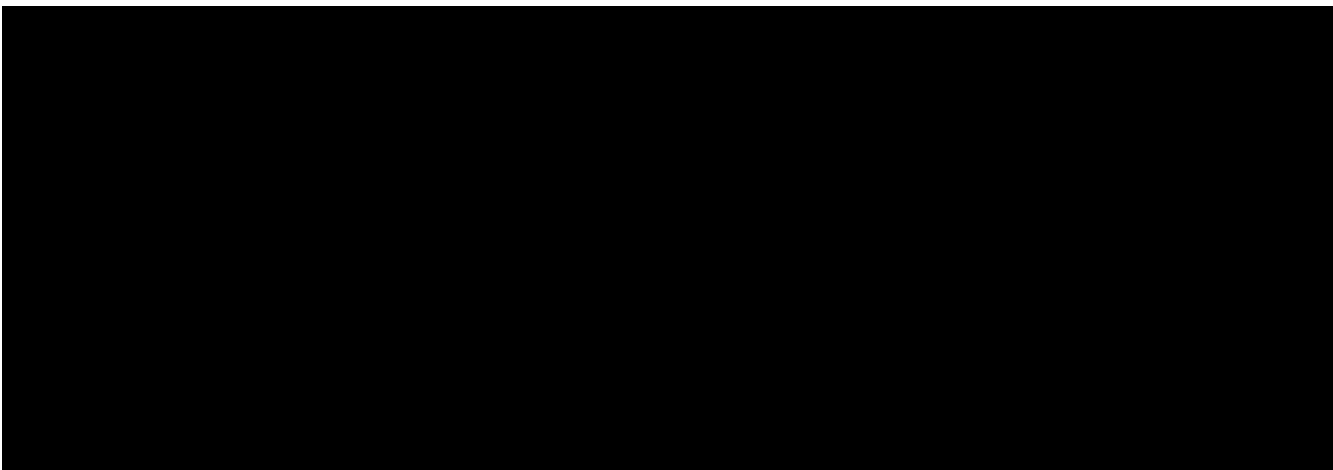
The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—



*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.

**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).



(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.

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(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 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.

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(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

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

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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 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, or for commercial items developed in any part at Government expense, 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, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at [252.227-7015](#) will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. 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.

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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.

(End of Clause)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)

(a) Definitions. As used in this clause—

(1) “Commercial computer software” means software developed or regularly used for non-governmental purposes which—

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) “Computer database” means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) “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.

(4) “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 databases or computer software documentation.

(5) “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.

(6) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of

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Government-Furnished Information Marked with Restrictive Legends.

(7) “Developed” means that—

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) “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.

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

(10) “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.

(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 computer software or computer software documentation 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 computer software or computer software documentation within the Government without restriction; and

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

(13) “Minor modification” means a modification that does not significantly alter

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the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) “Noncommercial computer software” means software that does not qualify

as commercial computer software under paragraph (a)(1) of this clause.

(15) “Restricted rights” apply only to noncommercial computer software and mean the Government's rights to—

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may—

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi) and (vii) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software 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;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the

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repairs or overhaul made, provided that—

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#) or is a Government contractor receiving access to the software 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;

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause; and

(vii) Permit covered Government support contractors in the performance of covered Government support contracts that contain the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that—

(A) The Government shall not permit the covered Government support contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(B) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iv) of this clause.

(16) “Unlimited rights” means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation 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 computer software or computer software documentation. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in—

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under

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this or any other Government contract or subcontract thereunder with—

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

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

(2) Government purpose rights.

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless—

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#); or

(B) The recipient is a Government contractor receiving access to the software or documentation 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.

(3) Restricted rights.

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that—

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

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(C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions)

may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) Specifically negotiated license rights.

(i) 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 computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Computer software or computer software documentation 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 computer software made in accordance with paragraph (a)(15) 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 software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) Third party copyrighted computer software or computer software documentation. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation 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

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the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such—

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or (2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.

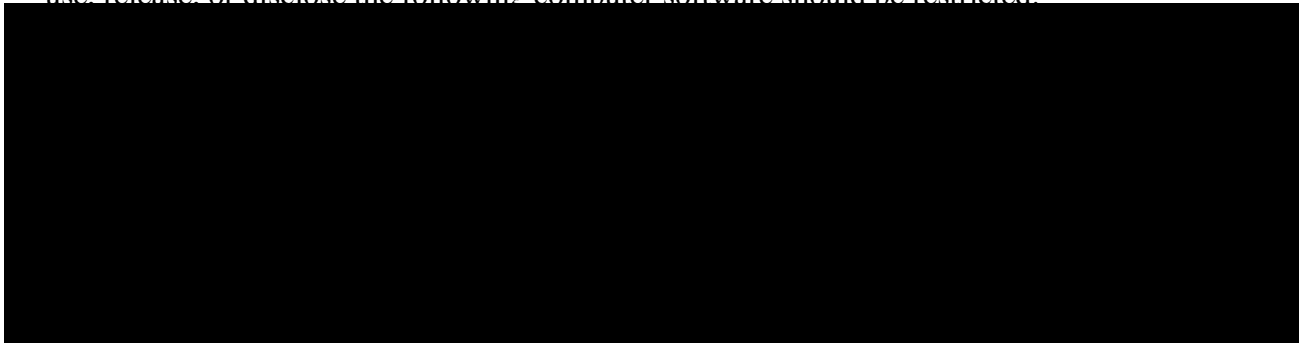
(1) This paragraph does not apply to restrictions based solely on copyright.

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

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

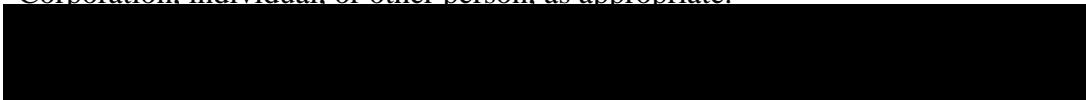


*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

**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., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

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



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(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 Asserted Restrictions—Computer Software 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 computer software by marking the deliverable software or documentation 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 restricted 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 computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Computer software 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 this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software

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and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software 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 software must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Computer software or computer software documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

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 computer software, computer software documentation, 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 markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in

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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 computer software or computer software documentation 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 computer software or computer software documentation delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. 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 of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation 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 Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(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 computer software or computer software documentation.

(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 computer software or computer software documentation to be delivered under this contract when—

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

(ii) The software or documentation 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 computer software or computer software documentation, 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

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

(k) Applicability to subcontractors or suppliers.

(1) Whenever any noncommercial computer software or computer software documentation 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 its subcontracts or other contractual instruments, 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 computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

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

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Cost Summary Format

Attachment 2 - Supporting Cost Data

Attachment 3 - DCAA Rate Check Template

Attachment 4 - Past Performance Questionnaire

Attachment 5 - Certificate of Non-Disclosure

Attachment 6 - Previous Contracting Efforts

Attachment 7 - DoL Wage Determination 05-2071

Attachment 8 - QASP

Attachment 9 - DD-254

Attachment 10 - Special Requirements (Section H)

Exhibit A - CDRL

Exhibit B - DID

Attachment 11 - GFE List

Attachment 12 - DD254 dated 22 Dec 2015

Attachment 13- QASP Rev. 1

Attachment 14- WD 15-4329 Rev. 2 King George, Virginia

Attachment 15- WD 15-5635 Rev. 4 San Diego County, CA

Attachment 16- WD 15-4341 Rev. 4 Virginia Beach, VA

Attachment 17- WD 15-5215 Rev. 4 Travis County, TX