

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
03

3. EFFECTIVE DATE
25-Jan-2017

4. REQUISITION/PURCHASE REQ. NO.
1300619803

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00178

7. ADMINISTERED BY (If other than Item 6)

CODE

S2101A

NSWC, DAHLGREN DIVISION

DCMA Baltimore

SCD: C

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

Zekiah Technologies, Inc.

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-8002 / N00178-14-D-8002-0002

10B. DATED (SEE ITEM 13)

12-Aug-2016

CAGE CODE 1JJY5

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 is not, is required to sign this document and return 1 copies to the issuing office.

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

SEE PAGE 2

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

09-Feb-2017

BY (Signature of Contracting Officer)

10-Feb-2017

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 2 of 2	FINAL
----------------------------------	---	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to add incremental funding FAR 52.232.22 Limitation of Funds. Also updated Section B with a Fee rate table and added TI-03... Accordingly, said Task Order is modified as follows: added [REDACTED] to CLIN 7001. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7001AD	WCF	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED].

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7001AA	[REDACTED]	[REDACTED]	[REDACTED]
7001AD	[REDACTED]	[REDACTED]	[REDACTED]

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
7001AD		1/25/2017 - 8/29/2017

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 1 of 84	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	B541	Base Period, GIS Analysis and Support IAW Section C, Statement Of Work (See Note 1) (Fund Type - TBD)	█	█	█	█	█
7001		Base Period					█
7001AA	B541	Base Period, GIS Analysis and Support IAW Section C, Statement Of Work (See Note 1) (Fund Type - TBD)	█	█	█	█	█
7001AB	B541	Award MOD Incremental Funding █ PR #1300585795-00001 for MADSS Support TI-01 (Fund Type - OTHER)	█	█	█	█	█
7001AC	B541	AWARD MOD Incremental Funding █ PR #1300585795-00002 for Project Eagle Support TI-02 (Fund Type - OTHER)	█	█	█	█	█
7001AD	B541	MOD 03 Incremental Funding █ PR #1300619803 for TI-03 (WCF)	█	█	█	█	█

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7099		Data Deliverables for Base period IAW Exhibit A, CDRLS (See Note 4)	█	█			█

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	B541	Option Period 1, GIS Analysis and Support IAW Section C, Statement Of Work (See Note 1 and 2) (Fund Type - TBD)	█	█	█	█	█
7101		Option Period 1					█
7101AA	B541	Option Period 1, GIS Analysis and Support IAW Section C, Statement	█	█	█	█	█

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 2 of 84	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Of Work (See Note 1 and 2) (Fund Type - TBD)					
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7199		Data Deliverables for Option Period 1 IAW Exhibit A, CDRLS (See Note 1, 2, and 4)					

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	B541	Option Period 2, GIS Analysis and Support IAW Section C, Statement Of Work (See Note 1 and 2) (Fund Type - TBD)					
		Option					
7201		Option Period 2					
7201AA	B541	Option Period 2, GIS Analysis and Support IAW Section C, Statement Of Work (See Note 1 and 2) (Fund Type - TBD)					
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7299		Data Deliverables for Option Period 2 IAW Exhibit A, CDRLS (See Note 1, 2, and 4)	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	B541	Option Period 3, GIS Analysis and Support IAW Section C, Statement Of Work (See Note 1 and 2) (Fund Type - TBD)					
		Option					
7301		Option Period 3					

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 3 of 84	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7301AA	B541	Option Period 3, GIS Analysis and Support IAW Section C, Statement Of Work (See Note 1 and 2) (Fund Type - TBD) Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7399		Data Deliverables for Option Period 3 IAW Exhibit A, CDRLS (See Note 1, 2, and 4)					

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	B541	Option Period 4, GIS Analysis and Support IAW Section C, Statement Of Work (See Note 1 and 2) (Fund Type - TBD) Option					
7401							
7401AA	B541	Option Period 4 (Fund Type - TBD) Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7499		Data Deliverables for Option Period 4 IAW Exhibit A, CDRLS (See Note 1, 2, and 4)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	B541	Base Period ODCs for CLIN 7000 (See Note 3) (Fund Type - TBD)			
9001		Base Period ODCs			
9001AA	B541	ODC in support of CLIN 7001 (Fund Type - TBD)			
9001AB	B541	Award MOD Incremental Funding PR #1300585795-00001 for MADSS Support (Fund Type - OTHER)			

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 4 of 84	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9100	B541	Option Period 1 ODCs for CLIN 7100 (See Note 2 and 3) (Fund Type - TBD) Option	█	█	█
9101		Option Period 1 ODCs			█
9101AA	B541	ODC in support of CLIN 7101 (Fund Type - TBD) Option	█	█	█
9200	B541	Option Period 2 ODCs for CLIN 7200 (See Note 2 and 3) (Fund Type - TBD) Option	█	█	█
9201		Option Period 2 ODCs			█
9201AA	B541	ODC in support of CLIN 7201 (Fund Type - TBD) Option	█	█	█
9300	B541	Option Period 3 ODCs for CLIN 7300 (See Note 2 and 3) (Fund Type - TBD) Option	█	█	█
9301		Option Period 3 ODCs			█
9301AA	B541	ODC in support of CLIN 7301 (Fund Type - TBD) Option	█	█	█
9400	B541	Option Period 4 ODCs for CLIN 7400 (See Note 2 and 3) (Fund Type - TBD) Option	█	█	█
9401					█
9401AA	B541	ODC in support of CLIN 7401 (Fund Type - TBD) Option	█	█	█

NOTE 1: LABOR HOURS (LH)

The labor hours listed above for the Base Period and each Option Period shall reflect the Level of Effort provided in Section H, 5252.216-9122 Alt 1, Level of Effort Clause.

NOTE 2: OPTION CLAUSE

Option to Extend the Term of the Contract Clause in Section I applies to the Option CLINs.

NOTE 3: OTHER DIRECT COSTS

Any Other Direct Cost (ODC) other than those identified in Section C will be limited to those approved at time of award.

NOTE 4: NOT SEPARATELY PRICED

Price for Not Separately Priced (NSP) Items shall be included in the price of the corresponding labor CLINs.

B.1 USE WHOLE DOLLARS ONLY

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 5 of 84	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

All proposals shall be rounded to the nearest dollar.

B.2 TYPE OF ORDER

This task order is a Level of Effort (term) type order.

Items in the 7xxx series are Cost Plus Fixed Fee (CPFF)

Items in the 7x99 series are Not Separately Priced (NSP) type.

Items in the 9xxx series are cost only, excluding fee.

B.3 ADDITIONAL CLINS

Additional CLINs may be unilaterally created by the Contracting Officer during the performance of this Task Order to accommodate the multiple types of funds that may be used under this Task Order. These modifications will not change the overall level of effort, estimated cost or incentive fee of the Task Order.

B.4 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.

B.5 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.

B.6 HQ B-2-0009 NOTE (CDRL)

NOTE A - Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data.

B.7 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.

B.8 HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT – ALTERNATE I) (NAVSEA) (MAY 2010)

(Applicable to CLIN 7000, if and to the extent Options are exercised and Award Terms are awarded. CLINS 7100 through 7400.)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) OR "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the contractor any amount in excess of the funds obligated under this contract.

Fee Rate Table

CLIN	Labor hours	Target Cost	Fixed Fee	Total target Cost /Fee amount
7001				
7001 rate per hour				
7101				
7101 rate per hour				
7201				
7201 rate per hour				
7301				
7301 rate per hour				
7401				
7401 rate per hour				

B.9 HQ B-2-0020 TRAVEL COSTS – ALTERNATE I (NAVSEA) (APRIL 2015)

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

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

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

(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.

B.10 HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE)(NAVSEA)(FEB 1997)

This entire Task Order is Cost Reimbursable. The Labor CLINs (7xxx series) are Cost-Plus-Fixed-Fee, the ODC CLINs (9xxx series) are Cost Only, and the Date CLINs (7x99 series) are Not Separately Priced.

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 7 of 84	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 BACKGROUND

C.1.1 The Cyber Warfare Engineering Division at the Naval Surface Warfare Center Dahlgren Division is responsible for the performance of technical integration and execution activities of DoD's Critical Infrastructure Program (DCIP) as chartered by the Office of the Assistant Secretary of Defense for Homeland Defense and Global Security (OASDHD&GS). The DCIP provides Combatant Commanders, Military Services and Commands, and DoD mission planners with the ability to assess their infrastructure dependencies and the potential impact on military operations resulting from disruptions to defense and commercial infrastructure components. These activities require the development and maintenance of highly sophisticated automated capabilities for efficient execution. The Cyber Warfare Engineering Division (CWED) code A40 developed the Mission Assurance Decision Support System (MADSS) under the Joint Capabilities Technical Demonstration (JCTD) program. Since MADSS has transitioned to Defense Information System Agency (DISA) the Cyber Warfare Engineering Division continues to provide the technical and development support for MADSS operation. The data collection, management, analysis, distribution, and visualization support is centered on Situational Awareness Technologies (SAT).

C.2 SCOPE

C.2.1 The Contractor shall provide support in the areas of Geographical Information Systems (GIS) analysis and the development of databases, software applications, and user interfaces as well as maintenance and administrative support to keep the systems functioning properly. The scope of this task order is to identify, evaluate, and implement concepts for advancing the integration of GIS, web and desktop environments, and data stores. This support includes the continued maintenance and enhancement of current Cyber Warfare Engineering Division Mobile-SAT, Desktop Analysis Tools, and Web-SAT including the Mission Assurance Decision Support System (MADSS), Joint Staff's Mission Assurance Risk Management System (MARMS) and development of new future relevant programs and systems either as new software module applications that plug-into MADSS or new systems that leverage the Cyber Warfare Engineering Division Service Oriented Architecture (SOA). The Contractor shall provide for ongoing spatial analysis, cartographic production, and integration of real-time or near real-time web service data feeds and videos, and web 3D visualization. The Contractor shall design automated tools for manipulating various information resources within the context of Critical Infrastructure Protection (CIP) processes such as sector characterization, critical asset identification, critical asset interdependency analysis, and assessment analysis to include identification and management of threats, hazards, vulnerabilities, remediation, and mitigation. The Contractor shall produce prototypes and document concepts coded and documented via Cyber Warfare Engineering Division document standards that will be supplied post contract award. The documentation templates will be provided to the contractor and per the relevant CDRLs with delivery stated "AS-REQ" will be identified to the contractor in the weekly task prioritization meetings.

C.2.2 This is a contract for the provision of services by the contractor. In accordance with law and policy and with the provisions of this contract, contractor personnel shall perform as required by this contract, and such work shall include working in cooperation and collaboration with Government personnel. Performance of this contract work shall require, among other things, the contractor to access and use Government owned data such as software, documentation, technical data, process and report templates, and the like. Any and all software, documentation, technical data, and the like generated from such access and use shall also be and remain Government owned data. The contractor's use of and access to Government owned data shall neither constitute nor create any contractor rights in or license to such data; the only contractor permissions to use and access the data shall be those necessarily required by the contractor to perform the work herein. Notwithstanding this, certain tasks within the scope of this contract may require the contractor independently to generate and develop technical data and/or noncommercial computer software. Tasking for such independent generation and development shall be specifically identified. Rights in such independently generated data and software shall be governed by the appropriate contract clauses.

C.3 REQUIREMENTS

C.3.1 Research Technology Trends and DoD Enterprise Applicability

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 8 of 84	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

The Contractor shall stay abreast of general commercial situational awareness and other Government technology trends with respect to their relevance/applicability to the objectives of this Statement Of Work (SOW). The Contractor shall stay abreast of technology trends for the duration of this task order. The Contractor shall investigate concepts such as knowledge management, analytical data trend analysis, the semantic web, 3-D visualization techniques, dynamic spatial data management, SOAs, security, dynamic data tracking techniques, and geospatial analysis. The Contractor shall present the findings and recommendations. **(CDRL A002)**

C.3.2 Application Development

The Contractor shall develop mobile, desktop, and web SAT applications to be used in an effort to improve and automate the Government's business processes. The Contractor shall plan for integration and integrate software applications, databases, and near real-time data feeds into SAT tools. These applications shall adhere to Cyber Warfare Engineering Division Government current coding guidelines and current security protocols such as the Open Web Application Security Project (OWASP) Enterprise Security API (ESAPI); the Contractor will receive these documents post contract award when they report to duty the first week. The Contractor shall provide configuration management support for the Government's software development activities under this sow. The Contractor shall apply web development techniques to update existing Web-SAT technologies, integrate new modules into Web-SAT technology, and develop new future systems requirements for similar Web-SAT technologies. **(CDRL A005)**

C.3.2.1 The Contractor shall gather requirements data using project goal analysis, supporting information analysis, and contextual inquiry techniques. The requirements data shall be for defining and developing enhancements to existing and new applications. **(CDRL A003, CDRL A004, CDRL A007)**

C.3.2.2 The Contractor shall prepare and deliver software documentation in accordance with Cyber Warfare Engineering Division standards at various phases of the project but prior to any release of the application. The Contractor shall participate and support all software reviews. Software documentation shall include a description of security mechanisms, where the mechanisms fit into the architecture, and all relevant design patterns to ensure their proper use. The Contractor shall specify whether the support comes from custom software, third party software, or the platform. The documentation templates will be provided to the contractor and per the relevant CDRLs with delivery stated "AS-REQ" will be identified to the contractor in the weekly task prioritization meetings. **(CDRL A003, CDRL A004)**

C.3.2.3 The Contractor shall adhere to A40 configuration management (CM) processes and CM documentation formats. Configuration management processes shall include identifying, documenting, and enforcing current software lifecycle processes. The Contractor shall actively participate in the appropriate Government Configuration Control Boards (CCB) respective to their project. The Contractor shall comment source code for understandability and store all source and executable code, database scripts, and database processes within the appropriate Cyber Warfare Engineering Division configuration management servers and this code shall remain the property and rights of the United States Government (USG). The Contractor shall submit CCB documentation artifacts such as change requests, change assessment reports with options to proceed and impacts, and implementation documentation. **(CDRL A003, CDRL A004, CDRL A005)**

C.3.2.4 The Contractor shall provide in-process demonstrations, and various reviews such as requirements and code reviews. **(CDRL A002)**

C.3.2.5 The Contractor shall design and develop the database structure and process data (production and test data) in the database as necessary to provide the data in approved data formats for application development specified in the application's requirements. Processing of the data includes performing various Extract, Transform, and Load (ETL) data processes. The database design, structure, and scripts shall be documented using the A40 documentation formats. The Contractor shall investigate ways to relate external geospatial attribute data from the map to the data in the database. The contractor shall investigate ways to auto generate unclassified sample test data of classified or data feeds only on the classified network for development of the system on the unclassified network. **(CDRL A003, CDRL A004, CDRL A005)**

C.3.2.6 The Contractor shall participate as a member of the testing team. This includes software testing, test plan development, test results documentation, and overall software quality assurance activities. **(CDRL A010, CDRL A011)**

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 9 of 84	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

C.3.2.7 The Contractor shall assist in the development of training materials and facilitate training sessions for each application developed. The Contracting Officer's Representative (COR) will coordinate training schedules. **(CDRL A009)**

C.3.2.8 The Contractor shall develop enterprise process applications to automate software development, analysis, and assessment processes. **(CDRL A005)**

C.3.2.9 The Contractor shall continuously utilize industry, Federal, and DoD's best practices and standards such as National Institute of Standards and Technology (NIST), National Defense Industrial Association (NDIA), Open Web Application Security Project (OWASP), Cyber Security & Information Systems Information Analysis Center (CS-IAC) Software Assurance Community of Practice (SwA COP), Consortium for IT Software Quality (CISQ), Microsoft, Software Engineering Institute (SEI) Computer Emergency Response Team (CERT), and Department of Homeland Security (DHS) Software Assurance (SwA) Program for secure coding practices to reduce vulnerable code to malicious attacks and unexpected input or unintended execution of functionality. The Contractor shall actively participate in manual reviews of assigned code and perform manual code reviews of their own code at major milestones prior to system testing and fix all vulnerabilities. The Contractor shall run static code analysis scans for vulnerabilities in the code and fix all vulnerabilities discovered; false positives shall be documented in the Vulnerability Scan Compliance (VSC) Report. **(CDRL A015)**

C.3.3 Systems Engineering and Information Assurance Documentation Support

The Contractor shall support the development of appropriate Systems Engineering (SE) and Information Assurance (IA) documentation as required for Certification and Accreditation (C&A) for the relevant system. **(CDRL A008, CDRL A014)**.

C.3.3.1 The Contractor shall update Enterprise Architecture documentation. The Contractor shall collaborate with the appropriate Enterprise Architecture personnel to evaluate, document, and implement enterprise technologies. **(CDRL A008)**

C.3.3.2 The Contractor shall identify and document software development and infrastructure analysis and assessment processes that are candidates for automation via enterprise web applications. The Contractor shall also make recommendations as to the resources needed to implement/support the automated process. The Contractor shall develop and deliver a Data Flow Document (DFD) for each process. The Contractor shall update process documents for changes to existing processes. **(CDRL A003, CDRL A004)**

C.3.3.3 The Contractor shall perform necessary systems engineering to complete the baseline architecture and plan the release of future versions of existing applications. This baseline shall be derived from requirements and feedback gathered from both internal Cyber Warfare Engineering Division teams. **(CDRL A003, CDRL A004, CDRL A008)**

C.3.4 Information Technology and Geospatial Administration Support

The Contractor is responsible for the management of the Information Technology (IT) architecture, which includes administration of the geospatial web, database, and spatial servers. The Contractor shall administer the ESRI ArcGIS Server Web Map Server (WMS) technology.

C.3.4.1 The Contractor shall create custom data access environments by applying roles and creating new roles for new application modules within the various Web-SAT tools to allow users to access agreed-upon reports, map services, and shared files, which support the end user's mission. Government personnel via administrative system portal will define the appropriate "agreed-upon" roles and access permissions.

C.3.4.2 The Contractor shall initiate and identify concepts for integrating internal and external data sources for map services into future versions of the Web-SAT tools, and a process for managing remote map services, site access, and metadata describing each service. The Contractor shall maintain a catalog of map services accessible through the Web-SAT tools. This catalog report may include:

(a) For internal services: application map name, geospatial server map service name, date created, date archived, POC/Owner, creator, maintained/archived status, map path, and map layer information. **(CDRL A003, CDRL A004)**

(b) For external services: server name, service, description of service, last update, point of contact, and the agency

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 10 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

managing the data. **(CDRL A003, CDRL A004)**

C.3.4.3 The Contractor shall load new GIS data and update existing GIS data into the underlying Government GIS databases including all Web-SAT tools. New data sources will be identified and approved for inclusion by the Contractor Officer Representative (COR). In the execution of this task, the Contractor shall be responsible for periodically checking the status of available updates of existing data sources. The Contractor shall produce a GIS Data Report to include a data load and integration summary, and data dictionary of inventory holdings report. **(CDRL A003, CDRL A004, CDRL A016)**

C.3.4.4 The Contractor shall design, implement, deploy, and support cached map products in support of current and future Web-SAT tools. Map caching is a geospatial process performed on geospatial data to increase efficiency of sending map data over the network for visualization. **(CDRL A005)**

C.3.5 Cartographic Production and Geospatial Analysis

The Contractor shall produce electronic and hard copy cartographic products. This may include creating and loading map service files for displaying geographic relationships between mission required and infrastructure assets. This support is ongoing and shall support existing and future SAT tools and written reports for the customer. The COR shall assign specific products to the Contractor. The Contractor, in a Cartographic Products and Map Services summary report, shall document electronic delivery of map service files and other cartographic products. **(CDRL A003, CDRL A004, CDRL A005, CDRL A016)**

C.3.5.1 The Contractor shall perform GIS analysis and modeling on acquired and maintained data. These analyses include temporal, regression, and spatial modeling, 3-D analysis, line-of-site, view-shed, and flood plain analysis. The Contractor shall document, in an Analysis and Modeling Summary report, the analysis process that was conducted and the geospatial analytical products that were created. **(CDRL A003, CDRL A004, CDRL A005, CDRL A016)**

C.3.6 Emerging Requirements

The Contractor shall support emerging requirements with respect to quick-turnaround or deliberate planning support, data acquisition, data processing, external product dissemination or sharing, software development of rapid prototype applications, and map service and web administration. This support includes attending and participating in military exercises, real-world crisis response, conferences, meetings, and technical discussions. **(CDRL A003, CDRL A004, CDRL A005, CDRL A007, CDRL A008)**

C.3.7 Protection of Government Furnished Information

The Government will provide access to technical libraries, programmatic documentation, specifications, and other technical data on site at NSWCDD for purposes of completing this SOW. The Contractor shall protect and recognize data distribution limitations of the Government Furnished Information (GFI).

C.3.8 Release of Information

All technical data provided to and developed by the Contractor shall be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer and the Cyber Warfare Engineering Division Head.

C.4 TASK ORDER MANAGEMENT

C.4.1 Progress Report

The Contractor shall submit a Contracting Officer's Management Report. **(CDRL A001)**

C.4.2 In Progress Reviews (IPR)

The Contractor shall participate in both formal and informal IPRs of work performed. The Government will schedule formal reviews in Government spaces. At the time the review is scheduled, the Government shall communicate the specific purpose of the review. The Contractor shall, within 60 days of the task order award date, conduct an initial IPR and follow an agenda agreed to by the Task Order's COR. Subsequent IPRs shall be held

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 11 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

approximately every 90 days thereafter unless waived by the Government. **(CDRL A002)**

C.4.3 Annual Plan of Action and Milestones (POA&M) and Staffing Plan

The Contractor shall develop a POA&M for each work area within the Statement Of Work (SOW) and/or as identified by Technical Instruction. The SOW area is defined as the level of task identified in the SOW/Technical Instruction. **(CDRL A006)**

C.4.4 Task Prioritization Meeting

The Contractor shall participate in periodic Task Prioritization Meetings with Subject Matter Expert (SME). The purpose of these meetings is to convey the Government's technical program schedules and priorities and to identify corresponding task priorities for this order. The COR or the designated Technical Point of Contact (TPOC) will attend these meetings. The Contractor shall document meeting minutes of the meetings. **(CDRL A012)**

C.5 OTHER DIRECT COST (ODCs)

C.5.1 TRAVEL

The Contractor shall be required to travel in performance of this task order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the COR. All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs and shall be pre-approved by the COR. The Contractor shall provide trip reports **(CDRL A013)**. The following travel is anticipated:

- Fort Meade, MD
- Quantico, VA
- Aberdeen, MD
- Offutt AFB, NE

C.5.2 Materials

C.5.2.1 Materials and Equipment Cost

During the performance of this task order it may be necessary for the contractor to procure materials or equipment (hereafter referred to as "materials") to respond to the mission requirements listed in the Statement Of Work. This task order is issued from a service contract and the procurement of materials of any kind that are not directly related to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. The term "material" includes supplies, parts, equipment, hardware, and Information Technology (IT) resources including hardware, services, and software. Any material provided by the contractor is subject to the requirements of the FAR, DFARS, and the applicable Department of Navy regulations and instructions. Charges related to materials costs may include general and administrative (G&A) expenses but shall not include fee or profit.

C.5.2.2 Materials List

The materials and equipment contained in the following list are authorized for purchase once the Contractor has complied with approval requirements as stated in sections C.5.2.1 above and C.5.2.3 below.

- Physical servers
- SW Licenses
- Data Set Purchases
- Low-End Dev Cloud Environment
- Standard Cloud Environment
- High Cloud Environment Servers

C.5.2.3 Requiring Approvals for ODCs: Prior written approval from the Procurement Contracting Officer (PCO) shall be required for all purchases of material under the following circumstances:

(a) For a purchase of materials included in the list above, an individual purchase of [REDACTED] or less may be executed with COR review and written approval in advance of the purchase. An individual purchase of greater than [REDACTED] requires PCO written approval in advance of the purchase.

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 12 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(b) Separate multiple purchases of amounts valued below the [REDACTED] threshold stated in this section shall not be submitted to circumvent the COR and/or PCO review and approval procedures. Splitting purchase requirements to defeat purchasing thresholds shall not be approved.

C.5.2.4 Procedure for Obtaining COR/KO Approval: To obtain COR and/or PCO approval, the contractor shall:

a. Submit a written request for purchase of materials to the COR (email is acceptable). The COR shall review the request. If it is in accordance with the list above and requires CO approval, the COR shall submit the request via the Contract Specialist to the CO for review and approval.

b. Minimum requirements for a written request for purchase are as follows

1. Complete description of the material to be purchased
2. Quantity
3. Unit and Total Cost
4. Delivery/Freight Charges
5. Any associated service charges such as assembly, configuration, packing, etc.
6. An explanation for the need for the material
7. List the competitive quotes received from potential suppliers
8. The basis for the selection of the selected supplier
9. Price reasonableness determination
10. If the procurement is sole sourced to a particular supplier or manufacturer, include the rationale for limiting the procurement to that supplier/manufacturer.

c. Once the COR and/or PCO have reviewed the request, the Government shall notify the contractor of the outcome. Issues or details may be discussed with the Contract Specialist acting on behalf of the PCO until a final Government determination is made as to whether to approve, modify, or reject the purchase.

C.5.2.5 Disposition of Material: Upon completion of the period of performance, all materials associated with this contract that were purchased by the contractor and not depleted during the performance of the contract shall become the property of the Government. The contractor shall transfer all materials not depleted to the COR by way of a Material Inspection and Receiving Report (DD Form 250).

The Contractor's Monthly Progress Report shall include a complete list of all material purchased to date under the contract.

C.6 INFORMATION TECHNOLOGY (IT) RESOURCES

IT Resources shall not be purchased unless DoD and Navy purchasing procedures have been satisfied and approvals obtained. IT resources include personal computers (PC's), laptops, printers, software, servers, hubs, routers, phones, fax machines, and any related maintenance, telecommunications, training, or other support services.

C.7 MANDATORY REQUIREMENT

(a) The following mandatory requirements shall be maintained throughout the life of the task order.

(1) Requirement 1: Facility Security Clearance:

The contractor's primary facility for supporting this task order is required to have a facility clearance of TOP SECRET.

(2) Requirement 2: Personnel Security Clearances:

All personnel providing technical support onsite are required to possess a clearance at the SECRET level or higher. The Senior GIS Engineer must possess a clearance at the TOP SECRET level. The Senior Software Developer and Senior Database Engineer must possess a clearance at the TOP SECRET level and be SCI Eligible. Interim clearances are acceptable.

(3) Requirement 3: Facility location:

The Offeror's primary facility must be located within 90 miles of NSWCDD, Dahlgren, VA.

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 13 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(4) Requirement 4: Professional Certifications

Personnel proposed in the follow categories must possess professional certifications: The Senior Software Developer, Senior Database Engineer, Mid-Level Software Developer, Mid-Level Database Engineer, Entry Level Software Developer, and Entry Level Database Engineer require a DoDI 8570.01-M Information Assurance Technical (IAT) level II certification.

(5) Requirement 5: Sensitive Compartmented Information (SCI) Eligibility:

Once sponsored, the Offeror is required to obtain and maintain SCI eligibility.

C.8 GOVERNMENT FURNISHED OFFICE SPACE

C.8.1 The Government will provide office space in NSWCDD spaces on a full-time basis for Contractor personnel. Each office space shall include a desk, computer, chair, telephone, and printer access. It is estimated that eleven (11) spaces will be required to support the work described in the sow. The labor categories and number of employees are shown in the following table.

Labor Category	Number
Senior Software Developer	1
Senior Database Engineer	2
Senior GIS Engineer	1
Mid-Level Software Developer	2
Mid-Level Database Engineer	2
Mid-Level GIS Engineer	1
Entry-Level Software Developer	2
Entry-Level Database Engineer	1
Total	12

C.9 SECURITY

C.9.1 All personnel providing technical support onsite under this task order are required to possess a clearance at the SECRET level or higher. The Senior GIS Engineer must possess a clearance at the TOP SECRET level at time of award. The Senior Software Developer and Senior Database Engineer must possess a clearance at the TOP SECRET level and be SCI Eligible. Interim clearances are acceptable for all clearance levels. All deliverables associated with this contract are unclassified unless otherwise specified. Access to classified spaces shall be in accordance with the attached DD Form 254. The Department of Defense Contract Security Classification Specification (DD Form 254) provides the security classification requirements for this task order. The Contractor shall obtain facility and personnel security clearances as required by the Department of Industrial Security Program prior to starting to work on tasks requiring clearances. Access to classified spaces shall be in accordance with the NISPOM and the NSWCDD Command Security Manual.

C.9.2 The Contractor shall require access to SCI and Non-SCI intelligence in order to utilize intelligence documents related to Defense Critical Infrastructure Protection (DCIP), Defense Information System Network (DISN), and Global Information Grid Network Operations (GIG NetOps) program information. Access to NATO is required to obtain a SIPRnet account. A JWICS account is also required to access DCIP, DISN and GIG NetOps program information and software. For Official Use Only (FOUO) and Personally Identifiable Information (PII) generated and/or provided under this contract shall be safeguarded and marked as specified in DoD 5400.7-R Chapters 3 and 4. Any personnel performing IT administrative support or who have administrative access to their systems will be designated as an administrator/privileged user (IT Level 1) in JPAS. These personnel will require an SSBI investigation. This SSBI or SSBI-PR investigation shall be initiated every five years at the Contractor's expense.

C.9.3 Facility Clearance: The Contractor shall possess and maintain a TOP SECRET facility clearance as verified within the Industrial Security Facility Database.

C.9.4 Physical Security: No safeguarding of classified material is authorized at the contractor facility. Safeguarding

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 14 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

will only be required at the actual performance site listed in Block 13 on the DD254. Actual performance site's security regulations and guidelines will apply.

C.9.5 Electronic Spillages (ES) are unacceptable and pose a risk to national security. An electronic spillage is defined as classified data placed on an information system (IS), media or hardcopy document possessing insufficient security controls to protect the data at the required classification level, thus posing a risk to national security (e.g., sensitive compartmented information (SCI) onto collateral, Secret onto Unclassified, etc). The Contractor's performance as it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of NSWCDD and a lack of attention to detail with regard to the handling of classified information of IS security discipline and will be reflected in the Contractor's performance rating. In the event that a Contractor is determined to be responsible for an ES, all direct and indirect costs incurred by the Government for ES remediation will be charged to the Contractor.

C.9.6 NSWCDD Security will continue to be responsible for the corrective action plan in accordance with the security guidance reflected on the DOD Contract Security Classification Specification - DD254. NSWCDD Security will identify the Contractor facility and contract number associated with all electronic spillages during the investigation that involve Contractor support. NSWCDD Security will notify the Contracts Division with the Contractor facility name and contract number, incident specifics and associated costs for clean up. The Contracting Officer will be responsible to work with the Contractor Facility to capture the costs incurred during the spillage clean up. The Contractor is also responsible for taking Information Security Awareness training annually, via their Facility Security Officer (FSO), as part of the mandatory training requirements. If a spillage occurs additional training will be required to prevent recurrence.

C.9.7 PORTABLE ELECTRONIC DEVICES (PEDs)

C.9.7.1 Non-government and/or personally owned portable electronic devices (PEDs) are prohibited in all NSWCDD buildings with the exception of personally owned cell phones which are authorized for use in spaces up to and including Controlled Access Areas. The Contractor shall ensure the onsite personnel remain compliant with this PED policy. NSWCDD instruction defines PEDS as the following: any electronic device designed to be easily transported, with the capability to store, record, receive or transmit text, images, video, or audio data in any format via any transmission medium. PEDS include, but are not limited to, pagers, laptops, radios, compact discs and cassette players/recorders. In addition, this includes removable storage media such as flash memory, memory sticks, multimedia cards and secure digital cards, micro-drive modules, ZIP drives, ZIP disks, recordable CDs, DVDs, MP3 players, iPADS, digital picture frames, electronic book readers, kindle, nook, cameras, external hard disk drives, and floppy diskettes.

C.9.7.2 PEDs belonging to an external organization shall not be connected to NSWCDD networks or infrastructure without prior approval from the NSWCDD Information Assurance and Compliance Branch, CXA10. This approval will be granted using the TARIS form and action tracker process.

C.9.7.3 Personally owned hardware or software shall not be connected or introduced to any NSWCDD hardware, network or information system infrastructure.

C.9.8 USE OF INFORMATION SYSTEM (IS) RESOURCES

C.9.8.1 Contractor Provision of IS Resources. Except in special circumstances explicitly detailed elsewhere in this document, the contractor shall provide all IS resources needed in the performance of this contract. This includes, but is not limited to computers, software, networks, certificates, and network addresses.

C.9.8.2 Contractor Use of NSWCDD IS Resources.

(1) In the event that the contractor is required to have access to NSWCDD IS resources, the login name used for access shall conform to the NMCI login naming convention. If the contractor requires access to applications/systems that utilize client certificates for authentication, the contractor is responsible for obtaining requisite certificates from a DOD or External Certificate Authority.

(2) If this contract requires that the contractor be granted access and use of NSWCDD IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the Information Assurance Office.

C.9.8.3 Connections between NSWCDD and Contractor Facilities. If there is a requirement (specifically delineated

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 15 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

elsewhere in this contract) for interconnection (e.g., link level or Virtual Private Network (VPN)) between any facilities and/or ISs owned or operated by the contractor and ISs owned or operated by NSWCCD, such interconnection shall take place only after approval from the Information Assurance Office. All such connections as well as the ISs connected thereto will be accredited in accordance with DOD policy (DODI 5200.40) by the cognizant Designated Approving Authority (DAA) and comply with the requirements of CJCSI 6211.02B regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCCD firewall.

C.9.9 INFORMATION TECHNOLOGY (IT) RESOURCES

IT Resources shall not be purchased unless DoD and Navy purchasing procedures have been satisfied and approvals obtained. IT resources include personal computers (PC's), laptops, printers, software, servers, hubs, routers, phones, fax machines, and any related maintenance, telecommunications, training, or other support services.

C.9.10 INFORMATION SECURITY AND COMPUTER SYSTEM USAGE

In accordance with U.S. Navy policy, any personnel, including the contractor, who utilizes DoD-owned systems, shall assume responsibility for adherence to restrictions regarding internet and e-mail usage. Navy policy prohibits racist, sexist, threatening, pornographic, personal business, subversive or politically partisan communications. All personnel, including the contractor, are accountable and must act accordingly. DoD computer systems are monitored to ensure that the use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. All information, including personal information, placed on or set over a DoD System may be monitored. Use of DoD system constitutes consent to monitoring. Unauthorized use may result in criminal prosecution. Evidence of unauthorized use collected during monitoring may be used as a basis for recommended administrative, criminal or adverse action.

C.10 ON-SITE ENVIRONMENTAL AWARENESS

C.10.1 The Contractor shall strictly adhere to all Federal, State and local laws and regulations, Executive Orders, and Department of Defense and Navy policies.

C.10.2 The Contractor shall ensure that each Contractor employee who has been or will be issued a Common Access Card (CAC) completes the annual NSWCCD Environmental Awareness Training (EAT) within 30 days of commencing contract performance and annually thereafter as directed by their NSWCCD training coordinator or their COR.

C.10.3 The Contractor shall ensure that each Contractor employee not required to complete the training described in C.10.2 above (i.e., those who do not have and will not be issued a CAC) reads the NSWCCD Environmental Policy Statement within 30 days of commencing contract performance. This document will be available from the COR, however, the policy is also provided on the publicly-available NSWCCD website, https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office.

C.10.4 Within 30 days of commencing contract performance, the Contractor shall certify by e-mail to their COR that the requirements captured by C.9.2 and C.9.3 above have been met. The e-mail shall include each employee name and work site and shall indicate which requirement—C.9.2 or C.9.3 above--each employee has satisfied.

C.10.5 Contractor copies of the records generated by the actions described in C.9.2 and C.9.3 above will be maintained and disposed of by the Contractor in accordance with SECNAVINST 5210.8D.

C.11 ON-SITE SAFETY REQUIREMENTS

C.11.1 The Contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

C.11.2 The Contractor shall ensure that each Contractor employee reads the document entitled, "Occupational Safety and Health (OSH) Policy Statement" within 30 days of commencing performance at NSWCCD. This document is available at: https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html

C.11.3 The Contractor shall provide each Contractor employee with the training required to do his/her job safely

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 16 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

and in compliance with applicable regulations. The Contractor shall document and provide, upon request, qualifications, certifications, and licenses as required.

C.11.4 The Contractor shall provide each Contractor employee with the personal protective equipment required to do their job safely and in compliance with all applicable regulations.

C.11.5 Contractors working with ionizing radiation (radioactive material or machine sources) must comply with NAVSEA S0420-AA-RAD-010 (latest revision)[provided upon request]. Prior to bringing radioactive materials or machine sources on base, the Contractor must notify the Command Radiation Safety Officer in the Safety & Environmental Office.

C.11.6 The Contractor shall ensure that all hazardous materials (hazmat) procured for NSWCDD are procured through or approved through the hazmat procurement process. Hazmat brought into NSWCDD work spaces shall be reviewed and approved by the Safety & Environmental Office prior to use by submitting an authorized use list addition form and safety data sheet that shall be routed through the government supervisor responsible for the specific work area. The authorized use list addition form can be found at https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/.

C.11.7 Upon request the Contractor shall submit their OSHA 300 Logs (injury/illness rates) for review by the Safety Office. If a Contractor's injury/illness rates are above the Bureau of Labor & Statistics industry standards, a safety assessment will be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional PPE or training will be required.

C.11.8 Applicable Contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years upon request by the Safety Office. A Contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and where oversight is not directly provided in day to day activities by the command.

C.11.9 The Contractor shall report all work-related injuries/illnesses that occurred while working at NSWCDD to the Safety Office.

C.11.10 The Contractor shall ensure that all on-site Contractor work at NSWCDD is in accordance with the NSWCDDINST 5100.1D Occupational Safety and Health Instruction, available at: https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html

C.12 DIGITAL DELIVERY OF DATA

(a) Delivery by the Contractor to the Government of certain technical data and other information is now frequently required to be made in digital form rather than in hardcopy form. The method of delivery of such data and/or information (i.e., electronic, digital, paper hardcopy, or other form) shall not be deemed to affect in any way either the identity of the information (i.e., as "technical data" or "computer software") or the Government's and the Contractor's respective rights therein.

(b) Whenever technical data and/or computer software deliverables required by this contract are to be delivered in digital form, any authorized, required, or permitted markings relating to the Government's rights in and to such technical data and/or computer software must also be digitally included as part of the deliverable and on or in the same medium used to deliver the technical data and/or software. Such markings must be clearly associated with the corresponding technical data and/or computer software to which the markings relate and must be included in such a way that the marking(s) appear in human-readable form when the technical data and/or software is accessed and/or used. Such markings must also be applied in conspicuous human-readable form on a visible portion of any physical medium used to effect delivery of the technical data and/or computer software. Nothing in this paragraph shall replace or relieve the Contractor's obligations with respect to requirements for marking technical data and/or computer software that are imposed by other applicable clauses such as, where applicable and without limitation, DFARS 252.227-7013 and/or DFARS 252.227-7014.

(c) Digital delivery means (such as internet tools, websites, shared networks, and the like) sometimes require, as a condition for access to and/or use of the means, an agreement by a user to certain terms, agreements, or other restrictions such as "Terms of Use," licenses, or other restrictions intended to be applicable to the information being delivered via the digital delivery means. The Contractor expressly acknowledges that, with respect to deliverables made according to this contract, no such terms, agreements, or other restrictions shall be applicable to or enforceable

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 17 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

with respect to such deliverables unless such terms, agreements, or other restrictions expressly have been accepted in writing by the Contracting Officer; otherwise, the Government's rights in and to such deliverables shall be governed exclusively by the terms of this Task Order.

C.13 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION

Work under this contract may require that personnel have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations. Access to and preparation of sensitive information subject to Privacy Act and Business Sensitive safeguarding and destruction may be required in the execution of Act and Business Sensitive safeguarding and destruction may be required in the execution of tasking associated with this contract. Administratively sensitive information/data must not be shared outside of the specific work areas. All personnel with access to privacy act data in support of this contract must sign a privacy act certification.

C.14 NON-DISCLOSURE AGREEMENTS (NDAs)

NDAs may be utilized to allow for access to company sensitive/proprietary data. For tasks requiring NDAs, the contractor shall obtain appropriate agreements for all of their employees that are associated with the task requiring such an agreement.

Contractor personnel may be required, from time to time, to sign non-disclosure statements as applicable to specific Statement Of Work tasking. The COR will notify the contractor of the number and type of personnel that will need to sign the Non-Disclosure agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

C.15 NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS

(a) The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. The Government will not direct the hiring, dismissal or reassignment of contractor personnel. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception that personal services are being provided. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer immediately in accordance with the clause 52.243-7.

(b) Inherently-Governmental functions are not within the scope of this Task Order. Decisions relative to programs supported by the contractor shall be the sole responsibility of the Government. The contractor may be required to attend technical meetings for the Government; however, they are not, under any circumstances, authorized to represent the Government or give the appearance that they are doing so.

C.16 SUBCONTRACTORS/CONSULTANTS

In addition to the information required by FAR 52.244-2 Subcontracts (Oct 2012) , the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement.

- (1) Clearly present the business case for the addition of the subcontractor/consultant,
- (2) If applicable, the impact on subcontracting goals, and
- (3) Impact on providing support at the contracted value.

C.17 CONTROL OF CONTRACTOR PERSONNEL

The contractor shall comply with the requirements of NAVSEA and NSWCCD instructions regarding performance in Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the appropriate Security Department. Assignment, transfer, and reassignment of contractor personnel shall be at the discretion of the contractor. However, when the Government directs, the

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 18 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct.

C.18 CONTRACTOR PERSONNEL ADMINISTRATION

When on-site in Government office spaces, laboratories, test facilities, or ship assets, Contractor employees shall be clearly identified as a Contractor (e.g., utilizing badge identifications and sign identifications in office spaces). In addition, Contractor employees shall identify themselves as Contractor personnel when answering telephones and sending emails. Contractor personnel cannot lead/manage/supervise Government personnel. Contractor program/project managers shall be clearly identified and known as such by Government employees. As circumstances permits, frequent (at least monthly) meetings are conducted between the COR and the Contractor organization program manager/project manager.

C.19 IDENTIFICATION BADGES

The contractor shall be required to obtain identification badges from the Government for all contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on Government property. The contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The contractor shall be responsible for ensuring that all identification badges issued to contractor employees are returned to the appropriate Security Office within 48 hours following completion of the Task Order, relocation or termination of an employee, and upon request by the Contracting Officer.

C.20 TERMINATION OF EMPLOYEES WITH U.S. GOVERNMENT BADGES

The contractor shall ensure that all employees who have a U.S. Government badge turn in the badge immediately upon termination of their employment under this Task Order. The above requirement shall be made a part of the standard employee facility clearance procedures for all separating personnel. The contractor shall advise the U.S. Government of all changes in their personnel requiring base access.

For involuntarily separated personnel and those separated under adverse circumstances, the contractor shall immediately notify the U.S. Government and make arrangements between the employee and the U.S. Government for the return of the badge. In the event the employee is separated in his or her absence, the contractor shall immediately notify the U.S. Government of the separation and make arrangements between the former employee and the U.S. Government for the return of the badge.

C.21 SKILLS AND TRAINING

The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State and Local laws and regulations. Information assurance functions require certifications specified in DFARS 252.223-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION. Training necessary to ensure that personnel performing under this task order maintain the knowledge and skills to successfully perform the required functions is the responsibility of the Contractor. Training necessary to maintain professional certification is the responsibility of the Contractor.

C.22 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

(a) The Contractor shall report ALL Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for the Naval Surface Warfare Center Dahlgren Division via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

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

C.23 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 19 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Offerors are reminded that certain arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Notwithstanding the existence or non-existence of an OCI clause in the current contract, the offeror shall comply with FAR 9.5 and identify if an OCI exists at any tier or arises at any tier at any time during contract performance. The contractor shall provide notice within 14 days of receipt of any information that may indicate a Potential OCI and how they shall mitigate this.

C.24 POST AWARD MEETING

(a) A Post-Award Meeting will be conducted within 15 working days after award of the contract. The meeting will be held at a Government provided location in Dahlgren, Virginia.

(b) The contractor will be given at least five working-days' notice prior to the date of the meeting by the Contract Specialist.

(c) The requirement for a Post-Award Meeting shall, in no event, constitute grounds for excusable delay by the contractor in performance of any provisions of the Task Order.

(d) A second post-award meeting may, if necessary, be held after receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the first invoice submission, in accordance with HQ G-2-0007. The contractor will be given at least five working-days' notice prior to the date of the meeting by the Contract Specialist.

C.25 HQ C-1-0001 ITEMS A001-A016 - 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(s) A001-A016 attached hereto.

CDRL NO.	TITLE
A001	CONTRACTING OFFICER'S MANAGEMENT REPORT
A002	PRESENTATION MATERIAL
A003	REVISIONS TO EXISTING GOVERNMENT DOCUMENTS
A004	TECHNICAL REPORT-STUDY/SERVICES
A005	SOFTWARE PRODUCT SPECIFICATION (SPS)
A006	MANAGEMENT PLAN
A007	SOFTWARE REQUIREMENTS SPECIFICATION (SRS)
A008	DOD ARCHITECTURE FRAMEWORK DOCUMENTATION
A009	TRAINING MATERIALS
A010	SOFTWARE TEST PLAN (STP)
A011	SOFTWARE TEST REPORT (STR)
A012	REPORT, RECORD OF MEETING/MINUTES
A013	CONFERENCE REPORT
A014	TECHNICAL REPORT - STUDY/SERVICES
A015	VULNERABILITY SCAN COMPLIANCE (VSC) REPORT
A016	TECHNICAL REPORT-STUDY/SERVICES

C.26 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 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

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 20 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Contractor has agreement(s).

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

C.27 HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

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

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

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

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

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

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

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 21 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

C.28 HQ C-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (APR 2004)

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

(b) General Requirement -

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

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

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

(d) Deviations and Waivers - In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Deviation (RFD) or Request for Waiver (RFW), as applicable. DI-CMAN-80640C approved 30 Sep 2000 and MILHDBK-61A of 7 Feb 2001 apply. The explanation of "need for deviation" should provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance or effect on ship equipment or system operation constraints. In a similar manner, a waiver shall document an "as built" configuration that departs from baseline documentation and should include any proposed corrections or modifications to better meet the intent of the baseline document.

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

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

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

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

(4) In the event the Contracting Officer requests in writing that the Contractor develop change documentation, the

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 22 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.

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

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

(7) Any cost reduction proposal submitted pursuant to the clause entitled "VALUE ENGINEERING" (FAR 52.248-1) shall be submitted as a Code V Engineering Change Proposal (VECP). DI-CMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. Information required by the "VALUE ENGINEERING" clause shall also be submitted as part of the change request.

C.29 HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (SEP 2009)

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

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

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

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

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

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

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

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

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

C.30 HQ C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)

In accordance with the clause of this contract entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5), the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

(a) Workers' Compensation and Employer's Liability coverage shall be at least [REDACTED] except as provided in FAR 28.307(a).

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 23 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

C.31 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 organization conflict of interest(s) as defined in paragraph (a).

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

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

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition 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

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 24 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the contract, 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 the contract.

C.32 HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

(a) Definitions.

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

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

(b) Requirements.

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

C.33 HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor shall submit update requests to the Procurement Contracting Officer with copies to the Administrative Contracting Officer and cognizant Program Office Representative for approval. The contractor shall perform the contract in accordance with

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 25 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 26 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

HQ D-1-0001 DATA PACKAGING LANGUAGE

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

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPO), DOD 5220.22-M dated 28 February 2006, Incorporating Change 1 on March 28, 2013.

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

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

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

Name of Individual Sponsor

Name of Requiring Activity

(City and State)

All Deliverables shall be packaged and marked in accordance with Best Commercial Practice.

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 27 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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

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

E.2 HQ E-1-0003 INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION DELIVERIES

Item(s) 9000 - 9400 - Inspection and acceptance shall be made at destination by a representative of the Government.

E.3 HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Items 7000 - 7499 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government .

E.4 PERFORMANCE TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES - THE QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

E.4.1 The contractor's performance in each of the task areas of Statement Of Work will be continually monitored in conjunction with the Contractor Performance Assessment Reporting System (CPARS) and the criteria set forth below. The results of this evaluation will factor into the Government's Option Exercise determination and will be included in the contractor's CPARS evaluation, which is accomplished on an annual basis. The evaluation will be based on contractor performance during the previous period. The primary Government official responsible for the QASP evaluation is the Contracting Officers Representative (COR) for the contract. Other Government individuals having information relevant to the quality of contractor formance may assist the COR, as necessary.

E.4.2 Contractor performance will be assessed on a continuing basis throughout the year based on review and assessment of products and deliverables (technical and management), by observation of personnel during technical meetings and task execution, by monthly progress and status reports for the Contractor, formal In-Progress Reviews, and general contacts with the contractor.

E.4.3 Contractor performance will be evaluated in five general areas. A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory (as defined in table 42-1 FAR 42.1503) will be assigned to each area. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

E.4.3.1 Quality of Product or Service- Addresses the extent to which the contractor (a) met contract technical requirements, including the accuracy (information conveyed by products and services are factually accurate and, where applicable, annotated with supporting source) and completeness of reports/ data delivered (products are complete, well coordinated with all related managers and personnel, and presented in concise and understandable format); (b) employed methods and approaches to ensure fully successful performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) was proactive and demonstrated initiative; (e) remained flexible to internal or external changes; (f) was effective in developing and implementing process improvements to make the end product development more efficient and the end product display more effective and

(g) Services are provided in a professional unbiased manner.

E.4.3.2 Schedule- Addresses the extent to which the contractor met contract schedules, including the need for deadline extensions. Delivery of products and services are within deadlines identified by the COR or his representative .

E.4.3.3 Cost Control -Addresses the contractor's overall effectiveness in controlling both direct, indirect costs, and other direct costs as well as the incidence of cost overruns.

E.4.3.4 Business Relations -Addresses the responsiveness of the contractor's upper-level management to Government concerns and needs, the effectiveness of the contractor's management interface with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the Government on both technical and management issues.

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 28 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

E.4.3.5 Management of Key Personnel -Addresses the overall quality of the contractor's team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the contract regarding Key Personnel. Also includes the effectiveness of the contractor's efforts to retain or attract qualified personnel.

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 29 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

7000	8/30/2016 - 8/29/2017
7001AA	8/30/2016 - 8/29/2017
7001AB	8/30/2016 - 8/29/2017
7001AC	8/30/2016 - 8/29/2017
7001AD	1/25/2017 - 8/29/2017
9000	8/30/2016 - 8/29/2017
9001AA	8/30/2016 - 8/29/2017
9001AB	8/30/2016 - 8/29/2017

CLIN - DELIVERIES OR PERFORMANCE

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

7000	8/30/2016 - 8/29/2017
7001AA	8/30/2016 - 8/29/2017
7001AB	8/30/2016 - 8/29/2017
7001AC	8/30/2016 - 8/29/2017
7001AD	1/25/2017 - 8/29/2017
9000	8/30/2016 - 8/29/2017
9001AA	8/30/2016 - 8/29/2017
9001AB	8/30/2016 - 8/29/2017

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

7100	8/30/2017 - 8/29/2018
7101AA	8/30/2017 - 8/29/2018
7200	8/30/2018 - 8/29/2019
7201AA	8/30/2018 - 8/29/2019
7300	8/30/2019 - 8/29/2020
7301AA	8/30/2019 - 8/29/2020
7400	8/30/2020 - 8/29/2021
7401AA	8/30/2020 - 8/29/2021
9100	8/30/2017 - 8/29/2018
9101AA	8/30/2017 - 8/29/2018
9200	8/30/2018 - 8/29/2019
9201AA	8/30/2018 - 8/29/2019
9300	8/30/2019 - 8/29/2020

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 30 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

9301AA	8/30/2019 - 8/29/2020
9400	8/30/2020 - 8/29/2021
9401AA	8/30/2020 - 8/29/2021

Data CLINs 7099, 7199, 7299, 7399 and 7499 are not separately priced (NSP) and are associated with Labor CLINs 7000, 7100, 7200, 7300 and 7400 respectively, with the same period of performance.

F.1 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.

Services to be performed hereunder will be primarily provided at NSWCDD and the Contractor's facility.

F.2 DELIVERY/PERFORMANCE/DATA RIGHTS

This is a task order for the provision of services by the contractor. In accordance with law and policy and with the provisions of this task order, contractor personnel shall perform as required by this task order, and such work shall include working in cooperation and collaboration with Government personnel. Performance of this contract work shall require, among other things, the contractor to access and use Government-owned data such as software, documentation, technical data, process and report templates, and the like. Any and all software, documentation, technical data, and the like generated from such access and use shall also be and remain Government –owned data and shall be included in an appropriate technical report or other deliverable. The contractor's use of and access to Government-owned data shall neither constitute nor create any contractor rights in or license to such data; the only contractor permissions to use and access the data shall be those necessarily required by the contractor to perform the work herein. On occasion and incidental to the provision of support services by the contractor, the contractor may be tasked to independently create discrete new data products (e.g., a computer software program, drawings, etc.) that do not derive from existing data. Such products shall be specifically identified by the Government in writing and shall be delivered pursuant to the appropriate Contract Data Requirements List (CDRL) document. Rights in such products shall be governed by the appropriate task order clauses.

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 31 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under Seaport-e, all funding is identified/obligated at the Sub-CLIN (SLIN) level. SLINs are established sequentially by the Seaport-e software. Each obligation of funds receives a unique SLIN identifier, unless the funds are an increase to an existing line of accounting (ACRN). Thus, an individual TI's that are funded incrementally could have multiple SLINs. Accounting for expenditures at the SLIN level is required.

G.2 SPECIAL INVOICE INSTRUCTIONS

Each SLIN providing funding designates TI. Tracking and reporting shall be accomplished at the TI level. Each identified TI shall be invoiced by its associated CLIN and ACRN. If multiple ACRNs are associated with TI's, the contractor shall consult with the Contracting Officer Representative for additional invoicing instructions.

G.3 PAYMENT INSTRUCTION

252.204-0001 Line Item Specific: Single Funding (SEP 2009). The payment office shall make payments using ACRN funding of the line item being billed.

Note: The Government may change the Payment Instruction.

G.4 Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

(*) - To be identified at time of award.

[1] Procuring Contracting Officer (PCO):

(a) Name: [REDACTED]
Code: [REDACTED]
Address: [REDACTED]
[REDACTED]
Phone: [REDACTED]
e-mail: [REDACTED]

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this Task Order, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

[2] Contract Specialist:

(a) Name: [REDACTED]
Code: [REDACTED]
Address: [REDACTED]
[REDACTED]
Phone: [REDACTED]
E-mail: [REDACTED]

(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

[*] Administrative Contracting Officer (ACO)

(a) Name: [REDACTED]

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 32 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Address: [REDACTED]
Phone: [REDACTED]
E-mail: [REDACTED]

(b) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the Contracting Officer for purposes of administering this Task Order in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

[*] Contracting Officer Representative (COR):

(a) Name: [REDACTED]
Code: [REDACTED]
Address: [REDACTED]
Phone: [REDACTED]
E-mail: [REDACTED]

(b) The COR is the PCO's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the Task Order or to otherwise change any Task Order requirements. An informational copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an attachment to this Task Order.

[*] Alternate Contracting Officer Representative (ACOR):

(a) Name:
Code:
Address: (to be identified in the Task Order award document)
Phone:
FAX:
E-mail:

[*] Payment Office

(a) Name:
Code:
Address: (to be identified in the Task Order award document)
Phone:
FAX:
E-mail:

(b) The Payment Office makes all payments under the contract.

(b) The ACOR is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the PCO; a copy of the ACOR appointment is provided as an attachment to this Task Order.

G.5 CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the Level of Effort clause below, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

The following subcontractors are approved on this order: Simvention; Booz Allen Hamilton; Aerotek, Inc.

G.6 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

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

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

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 33 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

“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 _____

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

(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.

_____ N00178 _____

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DODAAC	HQ0338
Issue By DODAAC	N00178
Admin DODAAC	S2101A
Inspect By DODAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DODAAC)	N00178
Service Acceptor (DODAAC)	Not Applicable
Accept at Other DODAAC	Not Applicable
LPO DODAAC	Not Applicable
DCAA Auditor DODAAC	HAA002
Other DODAAC(s)	Not Applicable

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

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 34 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Additional Email Notifications” field of WAWF once a document is submitted in the system. [REDACTED] and [REDACTED]

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact: [REDACTED]

(2) For technical WAWF help, contact the WAWF helpdesk at [REDACTED]

G.7 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis. When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowed for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor’s established accounting policy.

G.8 HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (APR 2015)

(a) For other than firm fixed priced contract line item numbers (CLINs), the contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation 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.

Accounting Data

SLINID	PR Number	Amount
7001AB	130058579500001	[REDACTED]
LLA :		

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 35 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

AA 5763400 306 32CY F30440 01 50640 28059F 387700 F87700
Funding Document #F1ATNW6077GW01-AA

7001AC 130058579500002

LLA :

AB 5763600 296 6045 679111 31004F 81904 659900

Funding Document #NMM16600820-AA

9001AB 130058579500001

LLA :

AA 5763400 306 32CY F30440 01 50640 28059F 387700 F87700

Funding Document #F1ATNW6077GW01-AA

BASE Funding 740000.00

Cumulative Funding

MOD 01 Funding 0.00

Cumulative Funding

MOD 02 Funding 0.00

Cumulative Funding

MOD 03

7001AD 130061980300001

LLA :

AC 97X4930 NH1E 251 77777 0 050120 2F 000000 A00003803660

MOD 03 Funding 90000.00

Cumulative Funding

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 36 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

To perform the requirements of the Statement Of Work (SOW) the Government desires Key Personnel with the appropriate experience and professional qualifications. Key Personnel qualification levels are considered to be desired for those individuals whose resumes are submitted for evaluation with the proposal. All individuals performing under the key personnel labor categories are considered key. Resumes for any replacement of key personnel that are submitted following award shall have qualifications equal to or higher than the qualifications of the person to be replaced, as required by the clause entitled Ddl-H11, CHANGES IN KEY PERSONNEL and the clause entitled 5252.237-9106 - SUBSTITUTION OF PERSONNEL. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed.

Education and professional qualifications include formal education degrees, honors, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the Contractor's qualifications and abilities to perform the order. For each Key Labor Category, formal education qualifications are cited, as appropriate to the requirements of the Labor Category, to establish professional credentials from which applied experience is founded. Additional degrees beyond those indicated for each category may be considered by the Government in lieu of experience depending on the field of study and the accreditation of the college/university. Alternatives to the formal education qualifications as stated in each labor category description will be considered by the Government.

H.1.1 KEY LABOR CATEGORY DESIRED QUALIFICATIONS

(a) Experience is desired unless designated required.

Senior Software Developer

1. Five (5) years of combined work experience in a combination of five (5) of the ten (10) development languages or libraries listed below.
 - a. Microsoft Web or Desktop Developer with experience in: Microsoft Active Server Pages (ASP) .NET [i.e. HTML 5, basic Javascript, Javascript libraries (i.e. jQuery, Prototype, MooTools, Ext JS, Dojo, Node)] or C# .NET for web and desktop development respectively.
 - b. Web or Desktop Developer with Open Source platforms such as Java Server Pages (JSP) [i.e. HTML 5, basic Javascript, Javascript libraries (i.e. jQuery, Prototype, MooTools, Ext JS, Dojo, Node)] or JAVA for web and desktop development respectively.
 - c. Experience in additional JAVA libraries: Java Database Connectivity (JDBC), Java Security Base Library, Java Integration Library, Java User Interface Toolkit (i.e. Swing), or Java Web Services.
 - d. XAML, Microsoft Silverlight, and Windows Presentation Foundation (WPF) libraries.
 - e. Microsoft Sharepoint libraries, tools, and configuration.
 - f. Microsoft Windows Communication Foundation (WCF) libraries, XML and JSON for web services (REST and SOAP), or WS-Security standards.
 - g. Oracle or Microsoft SQL Server Data Access libraries and Programming Patterns for separation of logic, data, and presentation tiers such as Model View Controller (MVC) including experience with one (1) Object Relational Mapping (ORM) (i.e. Microsoft's Entity Framework, Hibernate/NHibernate, Enterprise Java Beans (EJB), Java Data Objects).
 - h. Database technologies for NoSQL data storage such as MongoDB, Postgres, MySQL.
 - i. Functional Programming Languages for data access and management to NoSQL databases (i.e. Scala, Groovy, Clojure, F#, XQuery, Ruby, Python), and common programming models (i.e. mapReduce).
 - j. Geospatial Mapping Application Programming Interfaces (API) such as ESRI's ArcObjects and ArcGIS Server

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 37 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

API, or other open source mapping APIs.

2. Five (5) years of combined work experience in a combination of five (5) of the nine (9) areas below.
 - a. Experience in web and desktop application development.
 - b. Experience in tracking project progress using software and systems metrics such as automated complexity tools and earned value metrics (EVM).
 - c. Experience with configuration management tool suites to manage multiple developers working on dependent code modules simultaneously.
 - d. Experience developing system-level documentation such as Concept of Operations and System Requirements Specifications.
 - e. Experience in testing web and desktop software using advanced automated testing toolsets such as Visual Studio Test Suite for performance and load testing.
 - f. Experience in deploying software to Windows Server IIS and Linux web server & servlet (i.e. Apache HTTP Server & Apache Tomcat) environment including x.509 certificate authentication and encryption settings.
 - g. Experience in modeling large data models, complex data types, and advanced patterns within code (i.e. Microsoft's C# Generic Delegates, Lambda Expressions, Asynchronous Methods).
 - h. Experience in setting up and managing development Elastic Virtual-Cloud Environments (PAAS & IAAS) (i.e. DISA MilCloud, Amazon AWS, Microsoft Azure).
 - i. Experience with secure coding practices and metrics on average vulnerabilities found and fixed through manual code reviews and experience with secure coding tools (i.e. IBM AppScan, HP Fortify, FindBugs with FindSecurityBugs, JArchitect, OWASP Dependency Check, HP WebInspect).
3. Require a current Information Assurance DoDI 8570.0-M Information Assurance Technical (IAT) Level II certification(s).

Senior Database Engineer

1. Five (5) years of work experience in a combination of four (4) of the below seven (7) areas:
 - a. Experience in database administration including installing, configuring, monitoring, and tuning databases, including experience in security considerations and security documentation with respect to each activity previously listed and experience with hot back-up and fail-over fault tolerant database and hardware configurations.
 - b. Experience in highly normalized and large scale database design and architecting of data structures.
 - c. Experience in development or streamlining of complex database stored procedure modules, triggers, and developing or streamlining advanced queries.
 - d. Experience in extraction, transformation, and loading (ETL) of large and complex data sets and experience with ETL tools (i.e. Microsoft's SQL Server Integration Services (SSIS), Oracle Data Integrator (ODI), CloverETL, Talend Open Studio for Data Integration) and experience with transformation of data to support web service data-sharing and consumption.
 - e. Experience in software configuration management and experience developing supporting software documentation such as the Database Design Document, Entity-Relationship Diagram (ERD), and Interface Control Document (ICD).
 - f. Experience with NoSQL database technologies (i.e. Hadoop +Accumulo, MongoDB, Apache Spark) and the query languages (i.e. HiveQL, Pig Latin, Sawzall, XQuery) and the libraries & tools (i.e. Hadoop libraries, Pig, Cascading JARs).
 - g. Experience with Elastic Virtual-Cloud Data Storage Environments and replication across the cloud to

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 38 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

include hot back-up and fail-over fault tolerant database and virtual storage configurations.

2. Require mandatory experience using the relational database management systems Oracle and Microsoft SQL Server, and experience with Geospatial data object types and Geospatial data storage.
3. Require a current Information Assurance DoDI 8570.0-M Information Assurance Technical (IAT) Level II certification(s).

Senior Geographical Information Systems (GIS) Engineer

1. Four (4) years of work experience in a combination of five (5) of the below eight (8) areas:
 - a. Experience in developing custom web and desktop geographical information systems (GIS).
 - b. Experience using, installing, and upgrading enterprise environments of ESRI Desktop GIS v10+ software and ESRI ArcGIS Server v10+ software. Administrative experience in secure configuration and advanced tuning ArcGIS Server technology.
 - c. Understanding of ArcGIS including desktop and server components' licensing schemes and configuring licenses for concurrent users, and the process for authorizing and provisioning licenses.
 - d. Experience in producing cartographic map documents with ESRI's ArcMap, using internet WMS and ArcGIS Services as data sources, and publishing map services to ArcGIS Server. Experience in analyzing and increasing performance of maps through cartography considerations and data storage considerations.
 - e. Experience in 3D modeling (i.e. ArcGlobe, other 3rd party or open source tools) and supporting tools to generate 3D graphics to develop 3D map products such as line-of-site, view-shed, and flood plain analysis.
 - f. Experience in data processing based on geographical standards. Experience in data loading using ArcCatalog and ArcGIS Server. Experience in Geospatial ETL tools (i.e. ArcGIS Data Interoperability Extension's FME Workbench).
 - g. Experience in advanced geospatial analysis such as extract, proximity, overlay, or statistical analysis.
 - h. Experience with ESRI's Model Builder and Python scripting languages to generate automated geospatial data processes.
2. Experience building, managing, and maintaining large-scale geospatial data holdings. Experience with hardware Data Appliance technologies (i.e. CJMTK Appliance, ESRI Data Appliance). Experience in developing GIS Cached Maps for high performance.

H.1.2 NON-KEY LABOR CATEGORY MINIMUM QUALIFICATIONS

In order to provide additional clarification to the Statement of Work, minimum qualifications are provided for non-key personnel. The contractor shall provide non-key personnel who meet or exceed the required qualifications provided below:

Program Manager

Three (3) years of specialized experience as a program manager of a team of skilled professional, technical, and support personnel supporting programs involving software and database development similar in size and technical complexity as this requirement. If subcontracting is proposed, this experience include the management of subcontractors. It is desired that this individual qualify as a Sr. Software Developer, Sr. GIS Engineer, or Sr. Database Analyst. Experience using earned value metrics (EVM), complying with government reporting requirements, and implementing cost control over complex projects.

Mid-Level Software Developer

1. Two (2) years of combined work experience in a combination of four (4) of the ten (10) development languages or libraries listed below.

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 39 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- a. Microsoft Web or Desktop Developer with experience in: Microsoft Active Server Pages (ASP) .NET [i.e. HTML 5, basic Javascript, Javascript libraries (i.e. jQuery, Prototype, MooTools, Ext JS, Dojo, Node)] or C# .NET for web and desktop development respectively.
 - b. Web or Desktop Developer with Open Source platforms such as Java Server Pages (JSP) [i.e. HTML 5, basic Javascript, Javascript libraries (i.e. jQuery, Prototype, MooTools, Ext JS, Dojo, Node)] or JAVA for web and desktop development respectively.
 - c. Experience in additional JAVA libraries: Java Database Connectivity (JDBC), Java Security Base Library, Java Integration Library, Java User Interface Toolkit (i.e. Swing), or Java Web Services.
 - d. XAML, Microsoft Silverlight, and Windows Presentation Foundation (WPF) libraries.
 - e. Microsoft Sharepoint libraries, tools, and configuration.
 - f. Microsoft Windows Communication Foundation (WCF) libraries, XML and JSON for web services (REST and SOAP), or WS-Security standards.
 - g. Oracle or Microsoft SQL Server Data Access libraries and Programming Patterns for separation of logic, data, and presentation tiers such as Model View Controller (MVC) including experience with one (1) Object Relational Mapping (ORM) (i.e. Microsoft's Entity Framework, Hibernate/NHibernate, Enterprise Java Beans (EJB), Java Data Objects).
 - h. Database technologies for NoSQL data storage such as MongoDB, Postgres, MySQL.
 - i. Functional Programming Languages for data access and management to NoSQL databases (i.e. Scala, Groovy, Clojure, F#, XQuery, Ruby, Python), or common programming models (i.e. mapReduce).
 - j. Geospatial Mapping Application Programming Interfaces (API) such as ESRI's ArcObjects and ArcGIS Server API, or other open source mapping APIs.
2. Two (2) years of combined work experience across four (4) of the eight (8) areas below.
 - a. Experience in the development of complex software modules, and tracking progress.
 - b. Experience in software configuration management (CM) and can perform status reports from the CM tool.
 - c. Experience developing supporting software documentation such as Concept of Operations, System Requirements Specification, Software Requirements Specification, and User's Manual.
 - d. Experience in testing web and desktop software using automated test harness development, automated testing toolsets such as Visual Studio Test Suite for performance and load testing.
 - e. Experience in deploying software to Windows Server IIS or Linux web server & servlet (i.e. Apache HTTP Server & Apache Tomcat) environment.
 - f. Experience in creating data models, user defined and overloaded data types, and basic patterns within code.
 - g. Experience in setting up and managing development Virtual-Cloud Environments (PAAS or IAAS) (i.e. DISA MilCloud, Amazon AWS, Microsoft Azure).
 - h. Experience with secure coding practices and experience with secure coding tools (i.e. IBM AppScan, HP Fortify, FindBugs with FindSecurityBugs, JArchitect, OWASP Dependency Check, HP WebInspect).
 3. Experience in weekly written and verbal reporting of progress and project status to project and program manager.
 4. Require a current Information Assurance DoDI 8570.0-M Information Assurance Technical (IAT) Level II certification(s).

Mid-Level Database Engineer

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 40 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

1. Two (2) years of work experience in a combination of four (4) of the below seven (7) areas:
 - a. Experience in database administration including installing, configuring, monitoring, and tuning databases.
 - b. Experience in database design and architecting of data structures.
 - c. Experience in development of database stored procedure modules, triggers, or developing queries.
 - d. Experience in extraction, transformation, and loading (ETL) data sets.
 - e. Experience in software configuration management and experience developing supporting software documentation such as the Database Design Document, Entity-Relationship Diagram (ERD), or Interface Control Document (ICD).
 - f. Experience with NoSQL database technologies (i.e. Hadoop +Accumulo, MongoDB, Apache Spark), the query languages (i.e. HiveQL, Pig Latin, Sawzall, XQuery), or the libraries & tools (i.e. Hadoop libraries, Pig, Cascading JARs)
 - g. Experience with Elastic Virtual-Cloud Data Storage Environments.
2. Experience using one (1) of the relational database management systems Oracle Standard Edition, Microsoft SQL Server Standard Edition, or MySQL Enterprise Edition.
3. Experience in weekly written and verbal reporting of progress and project status to project and program manager.
4. Require a current Information Assurance DODI 8570.0-M Information Assurance Technical (IAT) Level II certification(s).

Mid-Level GIS Engineer

1. Two (2) years of work experience in a combination of four (4) of the below eight (8) areas:
 - a. Experience in developing custom web or desktop geographical information systems (GIS).
 - b. Experience using, installing, and upgrading ESRI Desktop GIS v10+ software or ESRI ArcGIS Server v10+ software. Administrative experience in secure configuration and advanced tuning ArcGIS Server technology.
 - c. Understanding of ArcGIS including desktop and server components' licensing schemes and configuring licenses for concurrent users, and the process for authorizing and provisioning licenses.
 - d. Experience in producing cartographic map documents with ESRI's ArcMap or other open source mapping applications, using internet WMS and ArcGIS Services as data sources, and publishing map services to ArcGIS Server or other open source GIS Server.
 - e. Experience in 3D modeling (i.e. ArcGlobe, other 3rd party or open source tools) or supporting tools to generate 3D graphics to develop 3D map products such as line-of-site, view-shed, or flood plain analysis.
 - f. Experience in data processing based on geographical standards. Experience in data loading using ArcCatalog and ArcGIS Server.
 - g. Experience in advanced geospatial analysis such as extract, proximity, overlay, or statistical analysis.
 - h. Experience with ESRI's Model Builder or Python scripting languages to generate automated geospatial data processes.
2. Experience building, managing, and maintaining large-scale geospatial data holdings. Experience with hardware Data Appliance technologies (i.e. CJMTK Appliance, ESRI Data Appliance). Experience in developing GIS Cached Maps for high performance.
3. Experience in weekly written and verbal reporting of progress and project status to project and program manager.

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 41 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Entry-Level Software Developer

1. One (1) year of combined work or educational experience in a combination of three (3) of the ten (10) development languages or libraries listed below.
 - a. Microsoft Web or Desktop Developer with experience in: Microsoft Active Server Pages (ASP) .NET [i.e. HTML 5, basic Javascript, Javascript libraries (i.e. jQuery, Prototype, MooTools, Ext JS, Dojo, Node)] or C# .NET for web and desktop development respectively.
 - b. Web or Desktop Developer with Open Source platforms such as Java Server Pages (JSP) [i.e. HTML 5, basic Javascript, Javascript libraries (i.e. jQuery, Prototype, MooTools, Ext JS, Dojo, Node)] or JAVA for web and desktop development respectively.
 - c. Experience in additional JAVA libraries: Java Database Connectivity (JDBC), Java Security Base Library, Java Integration Library, Java User Interface Toolkit (i.e. Swing), or Java Web Services.
 - d. XAML, Microsoft Silverlight, and Windows Presentation Foundation (WPF) libraries.
 - e. Microsoft Sharepoint libraries, tools, and configuration.
 - f. Microsoft Windows Communication Foundation (WCF) libraries, XML and JSON for web services (REST and SOAP), or WS-Security standards.
 - g. Oracle or Microsoft SQL Server Data Access libraries and Programming Patterns for separation of logic, data, and presentation tiers such as Model View Controller (MVC) including experience with one (1) Object Relational Mapping (ORM) (i.e. Microsoft's Entity Framework, Hibernate/NHibernate, Enterprise Java Beans (EJB), Java Data Objects).
 - h. Database technologies for NoSQL data storage such as MongoDB, Postgres, MySQL.
 - i. Functional Programming Languages for data access and management to NoSQL databases (i.e. Scala, Groovy, Clojure, F#, XQuery, Ruby, Python), or common programming models (i.e. mapReduce).
 - j. Geospatial Mapping Application Programming Interfaces (API) such as ESRI's ArcObjects and ArcGIS Server API, or other open source mapping APIs.
2. A minimum of one (1) year of combined work or educational experience across three (3) of the eight (8) areas below.
 - a. Experience in the development of three or more software modules, and tracking progress.
 - b. Experience in software configuration management (CM) and can perform check-in/out activities with the CM tool.
 - c. Experience developing supporting software documentation such as Concept of Operations, System Requirements Specification, Software Requirements Specification, and User's Manual.
 - d. Experience in testing web and desktop software using automated test harness development, automated testing toolsets such as Visual Studio Test Suite for performance and load testing.
 - e. Experience in deploying software to Windows Server IIS or Linux web server & servlet (i.e. Apache HTTP Server & Apache Tomcat) environment.
 - f. Experience in creating data models, user defined and overloaded data types, or basic patterns within code.
 - g. Experience in setting up and managing development Virtual-Cloud Environments (PAAS or IAAS) (i.e. DISA MilCloud, Amazon AWS, Microsoft Azure).
 - h. Experience with secure coding practices or experience with secure coding tools (i.e. IBM AppScan, HP Fortify, FindBugs with FindSecurityBugs, JArchitect, OWASP Dependency Check, HP WebInspect).

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 42 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

3. Experience in weekly written and verbal reporting of progress and project status to project and program manager.
4. Require a current Information Assurance DODI 8570.0-M Information Assurance Technical (IAT) Level II certification(s).

Entry-Level Database Engineer

1. One (1) year of work or educational experience in a combination of three (3) of the below seven (7) areas:
 - a. Experience in database administration including installing, configuring, monitoring, or tuning databases.
 - b. Experience in database design or architecting of data structures.
 - c. Experience in development of database stored procedure modules, triggers, or developing queries.
 - d. Experience in extraction, transformation, and loading (ETL) data sets.
 - e. Experience in software configuration management and experience developing supporting software documentation such as the Database Design Document, Entity-Relationship Diagram (ERD), or Interface Control Document (ICD).
 - f. Experience with NoSQL database technologies (i.e. Hadoop + Accumulo, MongoDB, Apache Spark), the query languages (i.e. HiveQL, Pig Latin, Sawzall, XQuery), or the libraries & tools (i.e. Hadoop libraries, Pig, Cascading JARs)
 - g. Experience with Virtual-Cloud Data Storage Environments.
2. Experience using one (1) of the relational database management systems Oracle Standard Edition, Microsoft SQL Server Standard Edition, or MySQL Enterprise Edition.
3. Experience in weekly written and verbal reporting of progress and project status to project and program manager.
4. Require a current Information Assurance DODI 8570.0-M Information Assurance Technical (IAT) Level II certification(s).

Entry-Level GIS Engineer

1. One (1) year of work or educational experience in a combination of three (3) of the below eight (8) areas:
 - a. Experience in developing custom web or desktop geographical information systems (GIS).
 - b. Experience using, installing, or upgrading ESRI Desktop GIS v10+ software or ESRI ArcGIS Server v10+ software.
 - c. Understanding of ArcGIS including desktop or server components' licensing schemes or configuring licenses for concurrent users, or the process for authorizing and provisioning licenses.
 - d. Experience in producing cartographic map documents with ESRI's ArcMap or other open source mapping applications, using internet WMS and ArcGIS Services as data sources, and publishing map services to ArcGIS Server or other open source GIS Server.
 - e. Experience in 3D modeling (i.e. ArcGlobe, other 3rd party or open source tools) or supporting tools to generate 3D graphics to develop 3D map products such as line-of-site, view-shed, or flood plain analysis.
 - f. Experience in data processing based on geographical standards. Such as data loading using ArcCatalog/ArcToolbox, or other open source data processing tools.
 - g. Experience in geospatial analysis such as extract, proximity, overlay, or statistical analysis.
 - h. Experience with ESRI's Model Builder or Python scripting languages to generate automated geospatial data

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 43 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

processes.

2. Experience building, managing, or maintaining geospatial data holdings. Experience in developing or using GIS Cached Maps.

3. Experience in weekly written and verbal reporting of progress and project status to project and program manager.

H.2 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 personnel 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 qualification's of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) 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.

H.3 Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

(a) Requests for post award approval of additional and/or replacement Resumed Key Personnel shall be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist, COR, and the Alternate COR. Electronic notification via e-mail from the Contracting Officer will serve as written approval/disapproval. This approval is required before an individual may begin charging to the Task Order.

(b) Resumes shall be submitted in the format required. However, in order to expedite contract administration, contractor format may be used providing sufficient information is submitted for an independent comparison of the individual's qualifications with labor category requirements.

(c) If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

(d) TRIPWIRE NOTIFICATION. If the employee is a current employee of the contractor (or a subcontractor), the fully burdened hourly rate that will be invoiced under the Task Order shall be provided. If the labor rate to be invoiced for the individual will exceed any Navy labor rate tripwire for service contracts in effect at time of the request for approval, the Contractor shall fully justify why the proposed individual is required for contract performance and the specific benefit to be derived from the individual's addition to the Task Order.

H.4 RESUME FORMAT AND CONTENT REQUIREMENTS

RESUME FORMAT AND CONTENT: In order to facilitate evaluation, all resumes shall contain the following minimum information:

Complete Name

Task Order Labor Category

Percentage of time to be allocated to this effort

Current level of security clearance level per JPAS (identify if interim or final)

Current work location and planned work location upon award of this Task Order.

If the individual is key on another contract with a period of performance that will overlap this requirement, note plans to satisfy both contracts if the Offeror is selected for award.

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 44 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Chronological Work History/Experience Show experience and date(s) as follows:

(a) Employer: Dates (month/year); Title(s) held

(b) Work experience shall be presented separately for each employer, clearly marked with proper category of experience (i.e., Relevant Experience; Non-Relevant Experience.). If relevant and non-relevant experience were obtained while at the same employer, separate time periods shall be noted for each assignment. (This is necessary to prevent an offeror from describing relevant experience obtained in a six month assignment for Company A as applicable to the entire 10-year employment with that firm and to ensure offerors' proposals are evaluated on an equal basis). Responsibilities shall be discussed in sufficient detail for each assignment so as to permit comparison with desired experience levels in Section H. Specific examples of work assignments, accomplishments, and products shall be provided.

(c) Phrases such as "assisted with", "participated in", or "supported" are UNACCEPTABLE except as introductory to a detailed description of the actual work performed. If no such description is provided, the sentence or bulleted information will NOT be considered in the resume evaluation process. This is because evaluators would not be able to identify the specific technical work contributions made by the individual.

(d) Resume information shall be presented in bullet format. This will allow evaluators to focus on relevant information.

(e) Offerors shall note that the lack of specific definition in job responsibilities, services performed or products produced may be viewed as a lack of understanding of the Government's overall technical requirements.

(f) All relevant military experience claimed shall be described such that each relevant tour is treated as a separate employer. Time frames/titles/responsibilities shall be provided in accordance with the level of detail prescribed above. Military experience not documented in this manner will not be considered.

(g) All gaps in between positions shall be noted.

(h) PROFESSIONAL DEVELOPMENT – Show any honors, degrees, publications, professional licenses, certifications and other evidence of professional accomplishments that are directly relevant and impact the offeror's ability to perform under the Task Order. For education and training, the following format is preferred:

Academic: Degree(s); Date(s); Institution; Major/Minor

Non-Academic: Course title, date(s), approximate length

Professional licenses and certifications. Note the date obtained for each, as well as the date when each license/certification requires renewal.

(i) Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement: CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation N00178-14-D-8002-0002 by Zekiah Technologies, Inc. and intend to make myself available to work under any resultant contract to the extent proposed.

Employee Signature and Date

Offeror Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee certification shall not be dated earlier than the issue date of this solicitation.

(k) If the employee is not a current employee of the offeror (or a proposed subcontractor), a copy of the accepted offer letter shall be provided. The letter shall identify the projected start date. The Cost Proposal shall include documentation that identifies the agreed-to salary amount.

H.5 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 45 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DOD8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

(1) DOD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DOD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DOD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.(c) Contractor personnel who do not have proper and current certifications shall be denied access to DOD information systems for the purpose of performing information assurance functions.

H.6 DdI-H40 FUNDING PROFILE

It is estimated that these incremental funds will provide for the number of hours of labor stated below. The following details funding to date:

CLIN	TOTAL CPFF	FUNDS THIS ACTION	PREVIOUS FUNDING	TOTAL FUNDED	BALANCE UNFUNDED	FUNDED LABOR HOURS
7001	██████████	██████████	██████████	██████████	██████████	██████████
9001	██████████	██████████	██████████	██████████	██████████	
total base	██████████	██████████	██████████	██████████	██████████	██████████

H.7 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.

H.8 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract sub-line 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:

CLIN	PERFORMANCE PERIOD	ALLOTED TO COST	ALLOTED TO FEE	TOTAL	ESTIMATED PERIOD FUNDED

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 46 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

7001	Base Period				30Aug16- 29Nov16
9001					
Base Period					

(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 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.

H.9 NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

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

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

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

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

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

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

H.10 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)

(a) The Contractor agrees to provide the total level of effort specified below in performance of the work described in Sections B and C of this task order. The total level of effort for the performance of this task order shall be man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

The table below and information for blanks in paragraph (b) and (d) are to be completed by the Offeror.

	Total Labor Hours	Compensated	Uncompensated
Base Year (CLIN 7001)			
Option 1 (CLIN 7101)			
Option 2 (CLIN 7201)			
Option 3 (CLIN 7301)			
Option 4 (CLIN 7401)			

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 47 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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. Total Times Accounting (TTA) efforts are included in this definition. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and Section C.

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

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost under run; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to ___ 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

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 48 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

H.11 SAVINGS INITIATIVES

The following cost savings initiatives are required under this Task Order:

(a) Annual Labor Escalation: ■■■

(b) Maximum Pass-Thru Rate: ■■■

(c) Lower Target, Maximum and/or Minimum Fee rates than those reflected in the solicitation

(d) Other: N/A

(e) The Government also strongly encourages the prime contractor to eliminate "double pass-thru" costs by avoiding second tier subcontractors/consultants during performance and where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of:

The prime contractor's pass-thru rate under this order or

The subcontractor's Seaport-e pass-thru rate where the subcontractor is also a prime contractor under Seaport-e.

H.12 LABOR TRIPWIRE JUSTIFICATION

(a) The Contractor shall advise the COR and the Contract Specialist, by email, if the pending addition of any individual (Key or non-Key) will be at a fully burdened average labor rate (including pass-through and/or target fee) that exceeds the labor tripwire amount. The Contractor shall not proceed with the addition until the contractor is advised by the Contract Specialist that the request has been approved by the Contracting Officer.

(b) The Contractor's request shall include: the proposed individual's resume, labor hourly rate build-up, labor hours per work year, detailed justification for the addition of the particular individual based on his/her technical expertise and projected technical impact on the Task Order. If the individual is a subcontractor or consultant, the rate build-up shall include the prime contractor's pass through rate.

(c) Currently, a fully burdened average labor rate of ■■■ hour or greater, regardless of the number of labor hours the proposed individual (prime, subcontractor, or consultant) will work, requires approval. The contractor will be advised of any changes to this tripwire level that occur during performance. A Fully Burdened Average Labor Rate of ■■■/hour or greater shall require the COR and the PCO's review and written approval.

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 49 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE

52.219-6	Notice of Total Small Business Set-Aside	NOV 2011
52.219-14	Limitations on Subcontracting	NOV 2011
52.222-40	Notification of Employees Rights under the NLR Act	DEC 2010
52.243-7	Notification of Changes	NOV 1984
252.225-7028	Exclusionary Policies and Practices of Foreign Governments	APR 2003
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

***All clauses in the offerors MAC contract apply to this Task Order, except for the following:**

252.227.7013

252.227.7014

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

I.2 CLAUSES INCORPORATED BY FULL TEXT

I.2.1 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (APR 2015)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

ITEMS LATEST OPTION EXERCISE DATA

ITEMS	LATEST OPTION EXERCISE DATA
7100, 7199, 9100	No later than 12 months after the Task Order Award date
7200, 7299, 9200	No later than 24 months after the Task Order Award date
7300, 7399, 9300	No later than 36 months after the Task Order Award date
7400, 7499, 9400	No later than 48 months after the Task Order Award date

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT – ALTERNATE I", (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

I.2.2 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 50 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.2.3 52.219-6 - Notice of Total Small Business Set-Aside (Nov 2011)

(a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) Applicability. This clause applies only to--

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).*

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed [REDACTED] a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

I.2.4 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.-

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases. –

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

I.2.5 252.204.7000 DISCLOSURE OF INFORMATION (AUG 2013)

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 51 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

- (1) The Contracting Officer has given prior written approval;
 - (2) The information is otherwise in the public domain before the date of release; or
 - (3) The information results from or arises during the performance of a project that has been scoped and negotiated by the contracting activity with the contractor and research performer and determined in writing by the contracting officer to be fundamental research in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the USD (AT&L) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008, (available at DFARS [PGI 204.4](#)).
- (b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.
- (c) The Contractor agrees to include a similar requirement, including this paragraph (c), in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

I.2.6 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (DEC 2015)

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

“Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause [252.204-7012](#), Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology (IT) service or system operated on behalf of the Government (see [252.204-7012](#)(b)(1)(ii))—

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

I.2.7 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (DEC 2015)

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

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 52 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered defense information” means unclassified information that—

(1) Is—

- (i) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or
- (ii) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(2) Falls in any of the following categories:

(i) Controlled technical information.

(ii) *Critical information (operations security)*. Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(iii) *Export control*. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(iv) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

(b) *Restrictions*. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party’s reporting of a cyber incident pursuant to DFARS clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government’s activities related to clause [252.204-7012](#), and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

(4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to—

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 53 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) *Subcontracts*. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

I.2.8 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2015)

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

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information*.

(B) *Critical information (operations security)*. Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control*. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 54 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at [REDACTED], within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO;

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 55 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 56 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable

I.2.9 252.227-7013 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—

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 57 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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.

(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.

(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

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 58 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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 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

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 59 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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

(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

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 60 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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.

(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

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 61 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

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

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

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

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

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

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

Date _____
Printed Name and Title _____

Signature _____
(End of identification and assertion)

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

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

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

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 62 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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.(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

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 63 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

authorized by the terms of this clause; and

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

(h) Removal of unjustified and nonconforming markings.

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

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

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 64 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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.

(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.

I.2.10 252.227-7014 RIGHTS IN COMMERCIAL 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 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.

(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;

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 65 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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 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

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 66 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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 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—

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 67 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- (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 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;

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 68 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

(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 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.

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 69 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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:

Computer Software

to be Furnished

With Restrictions*

Basis for

Assertion**

Asserted Rights

Category*** Name of Person

Asserting

Restrictions****

(LIST) (LIST) (LIST) (LIST)

*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.

Date _____

Printed Name and Title _____

Signature _____

(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

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 70 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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:

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 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.

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 71 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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 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 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 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

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 72 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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

(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.

I.2.11 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

(a) *Definitions.*

(1) For contracts that require the delivery of technical data, the terms “technical data” and “computer software” are defined in the Rights in Technical Data--Noncommercial Item clause of this contract or, if this is a contract awarded under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause of this contract.

(2) For contracts that do not require the delivery of technical data, the term “computer software” is defined in the Rights in Noncommercial Computer and Noncommercial Computer Software Documentation clause of this contract or, if this is a contract awarded under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause of this contract.

(b) *Government rights prior to contract award.* By submission of its offer, the Offeror agrees that the Government—

(1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer.

(2) Except as provided in paragraph (d) of this clause, shall use information contained in the bid or proposal only for evaluational purposes and shall not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, or the Contracting Officer to receive such information.

(c) *Government rights subsequent to contract award.* The Contractor agrees—

(1) Except as provided in paragraphs (c)(2), (d), and (e) of this clause, the Government shall have the rights to use, modify, reproduce, release, perform, display, or disclose information contained in the Contractor's bid or proposal within the Government. The Government shall not release, perform, display, or disclose such information outside the Government without the Contractor's written permission.

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 73 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(2) The Government's right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or computer software required to be delivered under this contract are determined by the Rights in Technical Data--Noncommercial Items, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, or Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR)

Program clause(s) of this contract.

(d) *Government-furnished information.* The Government's rights with respect to technical data or computer software contained in the Contractor's bid or proposal that were provided to the Contractor by the Government are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed by the developer or licensor of such data or software.

(e) *Information available without restrictions.* The Government's rights to use, modify, reproduce, release, perform, display, or, disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

(f) *Flowdown.* The Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

1.2.12 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in

Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the

Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 74 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

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

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

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____
Printed Name and Title _____

Signature _____

I.2.13 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS—COMPUTER SOFTWARE (SEP 2011)

(a) Definitions.

(1) As used in this clause, unless otherwise specifically indicated, the term "Contractor" means the Contractor and its subcontractors or suppliers.

(2) Other terms used in this clause are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(b) Justification. The Contractor shall maintain records sufficient to justify the validity of any markings that assert restrictions on the Government's rights to use, modify, reproduce, perform, display, release, or disclose computer software delivered or required to be delivered under this contract and shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a request for information under paragraph (d) or a challenge under paragraph (f) of this clause.

(c) Direct contact with subcontractors or suppliers. The Contractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors or suppliers at any tier who assert restrictions on the Government's right to use, modify, reproduce, release, perform, display, or disclose computer software. Neither this clause, nor any action taken by the Government under this clause, creates or implies privity of contract between the Government and the Contractor's subcontractors or suppliers.

(d) Requests for information.

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 75 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(1) The Contracting Officer may request the Contractor to provide sufficient information to enable the Contracting Officer to evaluate the Contractor's asserted restrictions. Such information shall be based upon the records required by this clause or other information reasonably available to the Contractor.

(2) Based upon the information provided, if the—

(i) Contractor agrees that an asserted restriction is not valid, the Contracting Officer may—

(A) Strike or correct the unjustified marking at the Contractor's expense; or

(B) Return the computer software to the Contractor for correction at the Contractor's expense. If the Contractor fails to correct or strike the unjustified restriction and return the corrected software to the Contracting Officer within sixty (60) days following receipt of the software, the Contracting Officer may correct or strike the markings at that Contractor's expense.

(ii) Contracting Officer concludes that the asserted restriction is appropriate for this contract, the Contracting Officer shall so notify the Contractor in writing.

(3) The Contractor's failure to provide a timely response to a Contracting Officer's request for information or failure to provide sufficient information to enable the Contracting Officer to evaluate an asserted restriction shall constitute reasonable grounds for questioning the validity of an asserted restriction.

(e) Government right to challenge and validate asserted restrictions.

(1) The Government, when there are reasonable grounds to do so, has the right to review and challenge the validity of any restrictions asserted by the Contractor on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software delivered, to be delivered under this contract, or otherwise provided to the Government in the performance of this contract. Except for software that is publicly available, has been furnished to the Government without restrictions, or has been otherwise made available without restrictions, the Government may exercise this right only within three years after the date(s) the software is delivered or otherwise furnished to the Government, or three years following final payment under this contract, whichever is later.

(2) The absence of a challenge to an asserted restriction shall not constitute validation under this clause. Only a Contracting Officer's final decision or actions of an agency Board of Contract Appeals or a court of competent jurisdiction that sustain the validity of an asserted restriction constitute validation of the restriction.

(f) Major systems. When the Contracting Officer challenges an asserted restriction regarding noncommercial computer software for a major system or a subsystem or component thereof on the basis that the computer software was not developed exclusively at private expense, the Contracting Officer will sustain the challenge unless information provided by the Contractor or subcontractor demonstrates that the computer software was developed exclusively at private expense.

(g) Challenge procedures.

(1) A challenge must be in writing and shall—

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require the Contractor to respond within sixty (60) days;

(iii) Require the Contractor to provide justification for the assertion based upon records kept in accordance with paragraph (b) of this clause and such other documentation that are reasonably available to the Contractor, in sufficient detail to enable the Contracting Officer to determine the validity of the asserted restrictions; and

(iv) State that a Contracting Officer's final decision, during the three-year period preceding this challenge, or action of a court of competent jurisdiction or Board of Contract Appeals that sustained the validity of an identical assertion made by the Contractor (or a licensee) shall serve as justification for the asserted restriction.

(2) The Contracting Officer shall extend the time for response if the Contractor submits a written request showing the need for additional time to prepare a response.

(3) The Contracting Officer may request additional supporting documentation if, in the Contracting Officer's opinion, the Contractor's explanation does not provide sufficient evidence to justify the validity of the asserted

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 76 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

restrictions. The Contractor agrees to promptly respond to the Contracting Officer's request for additional supporting documentation.

(4) Notwithstanding challenge by the Contracting Officer, the parties may agree on the disposition of an asserted restriction at any time prior to a Contracting Officer's final decision or, if the Contractor has appealed that decision, filed suit, or provided notice of an intent to file suit, at any time prior to a decision by a court of competent jurisdiction or Board of Contract Appeals.

(5) If the Contractor fails to respond to the Contracting Officer's request for information or additional information under paragraph (g)(1) of this clause, the Contracting Officer shall issue a final decision, in accordance with paragraph (f) of this clause and the Disputes clause of this contract, pertaining to the validity of the asserted restriction.

(6) If the Contracting Officer, after reviewing the written explanation furnished pursuant to paragraph (f)(1) of this clause, or any other available information pertaining to the validity of an asserted restriction, determines that the asserted restriction has—

(i) Not been justified, the Contracting Officer shall issue promptly a final decision, in accordance with the Disputes clause of this contract, denying the validity of the asserted restriction; or

(ii) Been justified, the Contracting Officer shall issue promptly a final decision, in accordance with the Disputes clause of this contract, validating the asserted restriction.

(7) A Contractor receiving challenges to the same asserted restriction(s) from more than one Contracting Officer shall notify each Contracting Officer of the other challenges. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer who initiated the first in time unanswered challenge, after consultation with the other Contracting Officers who have challenged the restrictions and the Contractor, shall formulate and distribute a schedule that provides the Contractor a reasonable opportunity for responding to each challenge.

(h) Contractor appeal? Government obligation.

(1) The Government agrees that, notwithstanding a Contracting Officer's final decision denying the validity of an asserted restriction and except as provided in paragraph (h)(3) of this clause, it will honor the asserted restriction—

(i) For a period of ninety (90) days from the date of the Contracting Officer's final decision to allow the Contractor to appeal to the appropriate Board of Contract Appeals or to file suit in an appropriate court;

(ii) For a period of one year from the date of the Contracting Officer's final decision if, within the first ninety (90) days following the Contracting Officer's final decision, the Contractor has provided notice of an intent to file suit in an appropriate court; or

(iii) Until final disposition by the appropriate Board of Contract Appeals or court of competent jurisdiction, if the Contractor has:

(A) appealed to the Board of Contract Appeals or filed suit in an appropriate court within ninety (90) days; or

(B) submitted, within ninety (90) days, a notice of intent to file suit in an appropriate court and filed suit within one year.

(2) The Contractor agrees that the Government may strike, correct, or ignore the restrictive markings if the Contractor fails to—

(i) Appeal to a Board of Contract Appeals within ninety (90) days from the date of the Contracting Officer's final decision;

(ii) File suit in an appropriate court within ninety (90) days from such date; or

(iii) File suit within one year after the date of the Contracting Officer's final decision if the Contractor had provided notice of intent to file suit within ninety (90) days following the date of the Contracting Officer's final decision.

(3) The agency head, on a non-delegable basis, may determine that urgent or compelling circumstances do not permit awaiting the filing of suit in an appropriate court, or the rendering of a decision by a court of competent jurisdiction or Board of Contract Appeals. In that event, the agency head shall notify the Contractor of the urgent or

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 77 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

compelling circumstances. Notwithstanding paragraph (h)(1) of this clause, the Contractor agrees that the agency may use, modify, reproduce, release, perform, display, or disclose computer software marked with

(i) government purpose legends for any purpose, and authorize others to do so; or

(ii) restricted or special license rights for government purposes only. The Government agrees not to release or disclose such software unless, prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS), 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. The agency head's determination may be made at any time after the date of the Contracting Officer's final decision and shall not affect the Contractor's right to damages against the United States, or other relief provided by law, if its asserted restrictions are ultimately upheld.

(i) Final disposition of appeal or suit. If the Contractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is:

(1) Sustained—

(i) Any restrictive marking on such computer software shall be struck or corrected at the Contractor's expense or ignored; and

(ii) If the asserted restriction is found not to be substantially justified, the Contractor shall be liable to the Government for payment of the cost to the Government of reviewing the asserted restriction and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the restriction, unless special circumstances would make such payment unjust.

(2) Not sustained—

(i) The Government shall be bound by the asserted restriction; and

(ii) If the challenge by the Government is found not to have been made in good faith, the Government shall be liable to the Contractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor in defending the restriction.

(j) Flow down. The Contractor shall insert this clause in all contracts, purchase orders, and other similar instruments with its subcontractors or suppliers, at any tier, who will be furnishing computer software to the Government in the performance of this contract. The clause may not be altered other than to identify the appropriate parties.

I.2.14 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013).

(a)(1) For contracts in which the Government will furnish the Contractor with technical data, the terms "covered Government support contractor," "limited rights," and "Government purpose rights" are defined in the clause at [252.227-7013](#), Rights in Technical Data–Noncommercial Items.

(2) For contracts in which the Government will furnish the Contractor with computer software or computer software documentation, the terms "covered Government support contractor," "government purpose rights," and "restricted rights" are defined in the clause at [252.227-7014](#), Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.

(3) For Small Business Innovation Research program contracts, the terms "covered Government support contractor," "limited rights," "restricted rights," and "SBIR data rights" are defined in the clause at 252.227-7018, Rights in Noncommercial Technical Data and Computer Software—Small Business Innovation Research (SBIR)

Program.

(b) Technical data or computer software provided to the Contractor as Government-furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 78 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(1) *GFI marked with limited rights, restricted rights, or SBIR data rights legends.*

(i) The Contractor shall use, modify, reproduce, perform, or display

technical data received from the Government with limited rights legends, computer software received with restricted rights legends, or SBIR technical data or computer software received with SBIR data rights legends (during the SBIR data protection period) only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any unauthorized person.

(ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause.

(2) *GFI marked with government purpose rights legends.* The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at [227.7103-7](#).

(3) *GFI marked with specially negotiated license rights legends.*

(i) The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at [227.7103-7](#). The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(ii) If the Contractor is a covered Government support contractor, the Contractor may also be subject to some or all of the additional terms and conditions at paragraph (b)(5) of this clause, to the extent such terms and conditions are required by the specially negotiated license.

(4) *GFI technical data marked with commercial restrictive legends.*

(i) The Contractor shall use, modify, reproduce, perform, or display technical data that is or pertains to a commercial item and is received from the Government with a commercial restrictive legend (i.e., marked to indicate that such data are subject to use, modification, reproduction, release, performance, display, or disclosure restrictions) only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, use the technical data to manufacture additional quantities of the commercial items, or release or disclose such data to any unauthorized person.

(ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause.

(5) *Covered Government support contractors.* If the Contractor is a covered Government support contractor receiving technical data or computer software marked with restrictive legends pursuant to paragraphs (b)(1)(ii), (b)(3)(ii), or (b)(4)(ii), the Contractor further agrees and acknowledges that—

(i) The technical data or computer software will be accessed and used for the sole purpose of furnishing independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of the program or effort to which such technical data or computer software relates, as stated in this contract, and shall not be used to compete for any Government or non-Government contract;

(ii) The Contractor will take all reasonable steps to protect the technical data or computer software against any unauthorized release or disclosure;

(iii) The Contractor will ensure that the party whose name appears in the legend is notified of the access or use

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 79 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

within thirty (30) days of the Contractor's access or use of such data or software;

(iv) The Contractor will enter into a non-disclosure agreement with the party whose name appears in the legend, if required to do so by that party, and that any such non-disclosure agreement will implement the restrictions on the Contractor's use of such data or software as set forth in this clause. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(v) That a breach of these obligations or restrictions may subject the Contractor to—

(A) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(B) Civil actions for damages and other appropriate remedies by the party whose name appears in the legend.

(c) *Indemnification and creation of third party beneficiary rights.* The Contractor agrees—

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

(d) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of any GFI covered by this clause.

I.2.15 252.227-7030 TECHNICAL DATA — WITHHOLDING OF PAYMENT (MAR 2000)

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

I.2.16 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2013)

(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data—Noncommercial Items clause of this contract.

(b) Presumption regarding development exclusively at private expense.

(1) Commercial items. For commercially available off-the-shelf items (defined at 41 U.S.C. 104) in all cases, and for all other commercial items except as provided in paragraph (b) (2) of this clause, the Contracting Officer will presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Contracting Officer shall not challenge such assertions unless the Contracting Officer has information that demonstrates that the item, component, or process was not developed exclusively at private expense.

(2) Major systems. The presumption of development exclusively at private expense does not apply to major systems or subsystems or components thereof, except for commercially available off-the-shelf items (which are governed by paragraph (b)(1)) of this clause. When the Contracting Officer challenges an asserted restriction regarding technical data for a major system or a subsystem or component thereof on the basis that the item, component, or process was not developed exclusively at private expense, the Contracting Officer will sustain the challenge unless information

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 80 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

provided by the Contractor or subcontractor demonstrates that the item, component, or process was developed exclusively at private expense.

(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except as provided in paragraph (b)(1) of this clause, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) Pre-challenge request for information.

(1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall—

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

(iii) State that a DOD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or sub-contractor's written response shall be considered a claim within the meaning of 41 U.S.C. 7101, Contract Disputes, and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 81 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with paragraph (b) of this clause and the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2)(ii) through (iv) of this clause.

(g) Final decision when Contractor or subcontractor responds.

(1) If the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2)(i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking for a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a non-delegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes statute until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a non-delegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 82 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit.

(1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained—

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained—

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data—

(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

(j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) Flow down. The Contractor or subcontractor agrees to insert this clause in contractual instruments, including subcontracts and other contractual instruments for commercial items, with its subcontractors or suppliers at any tier requiring the delivery of technical data.

I.2.17 252.239.7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

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

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 83 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(1) DOD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DOD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DOD 8570.01-M.

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

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

I.2.18 252.246-7001 WARRANTY OF DATA—BASIC (MAR 2014)

(a) Definition. “Technical data” has the same meaning as given in the clause in this contract entitled Rights in Technical Data and Computer Software.

(b) Warranty. Notwithstanding inspection and acceptance by the Government of technical data furnished under this contract, and notwithstanding any provision of this contract concerning the conclusiveness of acceptance, the Contractor warrants that all technical data delivered under this contract will at the time of delivery conform with the specifications and all other requirements of this contract. The warranty period shall extend for three years after completion of the delivery of the line item of data (as identified in DD Form 1423, Contract Data Requirements List) of which the data forms a part; or any longer period specified in the contract.

(c) Contractor Notification. The Contractor agrees to notify the Contracting Officer in writing immediately of any breach of the above warranty which the Contractor discovers within the warranty period.

(d) Remedies. The following remedies shall apply to all breaches of the warranty, whether the Contractor notifies the Contracting Officer in accordance with paragraph (c) of this clause or if the Government notifies the Contractor of the breach in writing within the warranty period:

(1) Within a reasonable time after such notification, the Contracting Officer may—

(i) By written notice, direct the Contractor to correct or replace at the Contractor's expense the nonconforming technical data promptly; or

(ii) If the Contracting Officer determines that the Government no longer has a requirement for correction or replacement of the data, or that the data can be more reasonably corrected by the Government, inform the Contractor by written notice that the Government elects a price or fee adjustment instead of correction or replacement.

(2) If the Contractor refuses or fails to comply with a direction under paragraph (d)(1)(i) of this clause, the Contracting Officer may, within a reasonable time of the refusal or failure—

(i) By contract or otherwise, correct or replace the nonconforming technical data and charge the cost to the Contractor; or

(ii) Elect a price or fee adjustment instead of correction or replacement.

(3) The remedies in this clause represent the only way to enforce the Government's rights under this clause.

(e) The provisions of this clause apply anew to that portion of any corrected or replaced technical data furnished to the Government under paragraph (d)(1)(i) of this clause.

CONTRACT NO. N00178-14-D-8002	DELIVERY ORDER NO. N00178-14-D-8002-0002	AMENDMENT/MODIFICATION NO. 03	PAGE 84 of 84	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Exhibit A - DD Form 1423 CDRLS

Attachment J.1 DD 254, Contract Security Classification Specification

Attachment J.2 COR Appointment Letter

Attachment J.5 DD 254 REV 01, Contract Security Classification Specification

AID #144292

DISTRIBUTION

EDA: DFAS South Entitlement

DCMA: Manassas (S2404A)

DCAA: Hampton Roads

Contractor: [REDACTED]

COR: [REDACTED]

USCYBERCOM POC: [REDACTED]