

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
07

3. EFFECTIVE DATE
01-Oct-2016

4. REQUISITION/PURCHASE REQ. NO.
1300601142

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

6. ISSUED BY CODE
NAVAIR Aircraft Division Pax River
21983 BUNDY ROAD, Bldg 441
Patuxent River MD 20670
kristin.nelson@navy.mil 301-757-9737

N00421

7. ADMINISTERED BY (If other than Item 6) CODE
DCMA Baltimore
217 EAST REDWOOD STREET, SUITE 1800
BALTIMORE MD 21202-3375

S2101A
SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Spalding Consulting, Inc.
46610 Expedition Drive, Suite 201
Lexington Park MD 20653-2115

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7929-M803

10B. DATED (SEE ITEM 13)

01-Feb-2016

CAGE CODE
1SMG1

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:
- D. OTHER (Specify type of modification and authority)
FAR 52.217-9 Option to Extend the Term of the Contract

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

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

SEE PAGE 2

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

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

Angela D Herndon, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY /s/Angela D Herndon

(Signature of Contracting Officer)

27-Sep-2016

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to exercise Option Year I Contract Line Items (CLINs 7100 and 9100), and add incremental funding on CLIN 7100 in the amount of \$7,500,000.00 and CLIN 9100 in the amount of \$10,000.00. The effective dates of this option exercise will be 01 October 2016 – 30 September 2017.

This modification also approves Fig Leaf Software as a subcontractor for task order N00178-14-D-7929-M803, per H.7 of the basic contract. 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 (\$)
710001	WCF	0.00	[REDACTED]	[REDACTED]
910001	WCF	0.00	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7100	0.00	[REDACTED]	[REDACTED]
9100	0.00	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From	To
7100	2/1/2016 - 9/30/2016	10/1/2016 - 9/30/2017
9100	2/1/2016 - 9/30/2016	10/1/2016 - 9/30/2017

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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	D302	Applications Integration and Business Intelligence services support. (WCF)	1.0	LO			
700001	D302	FY16 7.2.2 CSS AIBI Funding (WCF)					
700002	D302	FY16 7.2.2 CSS Labor Funding (WCF)					
700003	D302	FY16 7.2.2 CSS Labor Funding (WCF)					
700004	D302	FY16 7.2.2 CSS Labor Funding (WCF)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001		Technical Data in Support of CLIN 7000 Not Separately Priced	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	D302	Option 1 - Applications Integration and Business Intelligence services support. (WCF)	1.0	LO			
710001	D302	FY17 7.2.2 CSS Labor Funding (WCF)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7101		Option 1 - Technical Data in Support of CLIN 7100 Not Separately Priced	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	D302	Option 2 - Applications Integration and Business Intelligence services support. (WCF)	1.0	LO			

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Item PSC Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF
Option

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7201		Option 2 - Technical Data in Support of CLIN 7200 Not Separately Priced	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	D302	Option 3 - Applications Integration and Business Intelligence services support. (WCF) Option	1.0	LO			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7301		Option 3 - Technical Data in Support of CLIN 7300 Not Separately Priced	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	D302	Option 4 - Applications Integration and Business Intelligence services support. (WCF) Option	1.0	LO			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7401		Option 4 - Technical Data in Support of CLIN 7400 Not Separately Priced	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7500	D302	Option 5 - Applications Integration and Business Intelligence services support. (WCF) Option	1.0	LO	██████████	██████████	██████████

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7501		Option 5 - Technical Data in Support of CLIN 7500 Not Separately Priced	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	D302	Travel in support of CLIN 7000. (WCF)	1.0	LO	██████████
900001	D302	FY16 7.2.2 CSS AIBI Funding (WCF)			
900002	D302	FY16 7.2.2 CSS Travel Funding (WCF)			
9100	D302	Option 1 - Travel in support of CLIN 7100. (WCF)	1.0	LO	██████████
910001	D302	FY17 7.2.2 CSS Travel Funding (WCF)			
9200	D302	Option 2 - Travel in support of CLIN 7200. (WCF) Option	1.0	LO	██████████
9300	D302	Option 3 - Travel in support of CLIN 7300. (WCF) Option	1.0	LO	██████████
9400	D302	Option 4 - Travel in support of CLIN 7400. (WCF) Option	1.0	LO	██████████
9500	D302	Option 5 - Travel in support of CLIN 7500. (WCF) Option	1.0	LO	██████████

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR)(DEC 2012)

(a) The level of effort estimated to be ordered during the term of this contract/order is ██████████ man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in the contract/order. The estimated composition of the total man-hours of direct labor by classification is as follows:

Base Hours (8 months)	Opt1 Hours	Opt2 Hours	Opt3 Hours	Opt4 Hours	Opt 5 Hours

LABOR Summary						
Business Systems Analyst, Senior						
** Computer Operator II						
** Computer Operator III						
** Computer Operator V						
Computer Programmer II						
Computer Programmer III						
Computer Programmer IV						
Computer Specialist						
Computer Specialist, Senior						
Documentation Specialist						
Information Management and Technology Analyst, Junior						
Information Management and Technology Analyst, Senior						
* (Key) Program Manager, Business Operations and Systems						
* (Key) Project Manager						
* (Key) Software Engineer, Senior						
System Administrator, Junior						
System Administrator, Senior						
Systems Analyst						
* (Key) Systems Engineer						

* denotes Key Personnel labor categories

** denotes Service Contract Act Category

(b) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-22, "Limitation of Funds" applies to incrementally funded orders. Nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

(c) In the event that less than one hundred (100%) percent of the established level of effort of the contract/order is actually expended by the end of the performance period, the Government shall have the option of:

(1) Requiring the Contractor to continue performance, subject to the provisions of the FAR Clause 52.232-20 or 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort.

(d) The contractor agrees that effort performed in fulfillment of level of effort obligations under this contract shall include only verifiable effort in direct support of the work specified. It shall not include efforts such as work performed in transit to or from an employee's usual workplace, work during lunchtime activities, or effort performed at other non-work locations.

(e) In performing the contract/order, the contractor may use any reasonable combination of hours for the labor categories in support of section C of this contract/order.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

5252.211-9509 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL (NAVAIR)(OCT 2005)

The Contractor's Technical Proposal Number SPALDING-2015-07, dated 07 July 2015, and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-8, "Order of Precedence", the Contractor's technical proposal shall be considered a "Specification" but the Government's Specification shall take precedence over the Contractor's technical proposal.

PERFORMANCE WORK STATEMENT FOR APPLICATIONS INTEGRATION AND BUSINESS INTELLIGENCE SUPPORT

PART 1

General Information

1.1 Description of Services / Introduction. Naval Air Warfare Center Aircraft Division (NAWCAD) 7.2 has a requirement to provide enterprise-wide Information Technology (IT) services to the Naval Air Systems Command (NAVAIR) and its respective customers. The Contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and non-personal services necessary to perform the task defined in the Performance Work Statements (PWS), except as specified in Part 3, Government-Furnished Resources. No item in this PWS shall be used to procure any services that are inherently governmental services or personal services.

1.2 Background. The Information Technology and Cyber Security (IT/CS) Department (7.2) at the Naval Air Warfare Center, Patuxent River and St. Inigoes, Maryland, provides Information Technology (IT), Information Management (IM), and Information Assurance (IA) products and services to Naval Air Warfare Center (NAWC), Naval Air Systems Command (NAVAIR) Headquarters and other DON components. The Applications Integration and Business Intelligence Division (7.2.2) is responsible for the day-to-day operations, development, sustainment and management of web-based applications and technologies; including, but not limited to MyNAVAIR (NAVAIR's Enterprise Portal), MyTeam (NAVAIR's SharePoint Portal), custom developed applications, document management solutions, workflow products, and document imaging/scanning. NAWCAD 7.2.2 is also responsible for providing products and services that encompass corporate management information systems, data warehousing, reporting, web applications, websites, and database/application hosting services to the Naval Air Warfare Center Aircraft Division (NAWCAD), NAVAIR, Department of Navy (DON) and the fleet. Project teams perform application and database program requirements analysis, use cases, design, development, testing and implementation. Additionally, NAWCAD 7.2.2 is responsible for implementing software standards, new technologies used across NAVAIR, and operational processes.

1.3 Scope. The scope of this task order covers three (3) primary service areas, Business Intelligence and Data Management, Document Management, and Software and Applications

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Management. The service area of Business Intelligence and Data Management provides data warehouse and analytical reporting services to NAVAIR. The service area of Document Management includes scanning and imaging services across NAVAIR. The service area of Software and Applications Management includes application development and sustainment, software and web administration, and database administration support to NAVAIR and its respective customers including Joint Information Technology projects and Navy Enterprise Applications.

1.3.1 Efforts shall be coordinated with the government Technical Point of Contact (TPOC)/ Alternate Technical Point of Contact (APOC) to ensure consistency. Some of the information systems and technologies identified herein may migrate under the Navy Enterprise Resource Planning (ERP) umbrella or transition to the MyNAVAIR or MyTEAM portals during the period of performance of this contract.

1.3.2 Service Areas/Sub-Service Areas. The Contractor shall perform all of its IT Service Area delivery activities (Table-1) in close cooperation and coordination with all other relevant IT service providers as defined by the Government. This cohesive working relationship will ensure successful ongoing day-to-day service delivery for all Contractor IT Service Area and corresponding sub-service areas, which at a minimum includes the following:

Table-1 Service Areas

Business Service Area	Business Sub-service Area	Summation of Services
Business Intelligence and Data Management	Reporting / Data Marts	<ul style="list-style-type: none"> -Analytical Reporting -Dashboard / Metrics -Documentation -Training -Technical Design & Development -Software Maintenance/Administration -Configuration Management
	Data Calls / Ad Hoc Requests	<ul style="list-style-type: none"> - Research / Analysis - Reporting
	Data Integration	<ul style="list-style-type: none"> - Research / Analysis - Documentation - Process Improvement - Technical Design & Development - Functional Design - Testing - Configuration Management
Document Management	Scanning & Electronic Document Storage	<ul style="list-style-type: none"> - Digital formatting - Documentation - Imaging - Software Maintenance - Research / Analysis - Statistics Analysis
		<ul style="list-style-type: none"> - Technical Design & Development - Functional Design/System Specifications

Software & Applications Management	Application Development/Maintenance	<ul style="list-style-type: none"> - Production Support - Life cycle Support - Requirements/Systems Analysis - Documentation - Configuration Management - Security Compliancy - Clinger Cohen (OSD Certifications) - Quality Assurance <ul style="list-style-type: none"> o Requirements Management o Test Management o Training o Documentation o Technical Writing o Reporting o Section 508 Compliancy o Peer Reviews - Project Management <ul style="list-style-type: none"> o Research/Studies/Analysis o Business Requirements/Process Improvements o Reporting o Documentation o Technical Consulting Service o Portfolio Management - Collaboration Framework <ul style="list-style-type: none"> o Portal Administration
		<ul style="list-style-type: none"> o Configuration Management o Troubleshooting o Training o Documentation o Architecture o Analysis/Recommendations - Business Process Management <ul style="list-style-type: none"> o Document Management o Testing o Training o Workflows o Documentation o Reporting o Software Maintenance
	Software & Web Administration	<ul style="list-style-type: none"> - Commercial off the Shelf Software (COTS) and Middleware Maintenance - Security Compliance - Access Control - Configuration Management - Troubleshooting - Reporting - Backup & Recovery - Documentation - Trend Analysis - Usage statistics

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	Database Administration	<ul style="list-style-type: none"> - COTS and Middleware Maintenance - Security Compliance - Access Control - Configuration Management - Troubleshooting - Reporting - Backup & Recovery - Documentation - Trend Analysis - Usage statistics
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1.4 General Information.

1.4.1. Hours of Operation. As an enterprise-wide service provider, the Government provides services to customers 24 hours per-day/365 days per-year. Normal daily operational coverage for contractor support services consists of coverage for Core Business Hours, Core Extended Hours and Critical Systems Extended Hours. Currently hours of support are as follows:

- a) Core Business Hours are defined as Monday through Friday from 0700 to 1700 ET (excluding Federal holidays). The Contractor shall provide on-site IT Service Area Delivery for all Service Areas during core business hours.
- b) Core Extended Hours are defined as Monday through Friday from 1701 to 2000 ET (excluding Federal holidays). The Contractor shall provide remote and/or on-site IT Service Area Delivery for all Service Areas during core extended hours.
- c) Critical Systems Extended Hours are defined as Monday through Friday from 2001 to 0659 ET and Saturday, Sundays and Federal holidays from 0000 to 2359. The Contractor shall provide remote and/or on-site IT Service Area Delivery for the Service Areas during critical systems extended hours.

Contractor work schedules shall be communicated with to Technical Point of Contact/Alternate Technical Point of Contact (TPOC/ATPOC) to ensure: 1) coverage during critical periods, coverage for operational projects, and critical tasking, 2) coordination of tasks involving other contractors, and 3) security compliance for buildings/areas where access is controlled.

1.4.2 Compressed Work Schedule (CWS) is only authorized if there is no impact to services or staffing requirements. The contractor will comply with NAVAIRINST 12620.1 dated October 23, 2012, Compressed Work Schedule. Any contractor that chooses to allow its employees to work a CWS schedule in support of this contract agree that any additional costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable costs under this contract and will not be reimbursed by the Government. The contractor shall comply with the requirements of the Fair Labor Standards Act.

1.4.3. The Government observes the following holidays:

- New Year's Day, January 1

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- Martin Luther King's Birthday, the third Monday in January
- President's Birthday, the third Monday in February
- Memorial Day, the last Monday in May
- Independence Day, July 4
- Labor Day, the first Monday in September
- Columbus Day, the second Monday in October
- Veteran's Day, November 11
- Thanksgiving Day, the fourth Thursday in November
- Christmas Day, December 25

With the exception of 24x7 service areas and critical systems extended hours coverage, the contractor is permitted to observe the above Holidays in accordance with their respective corporate policy.

1.4.4 Installation Closure. The purpose of this section is to make expressly clear that the Government shall not reimburse the contractor the costs of salaries or wages of contractor personnel performing under this contract for the period during which contractor personnel are dismissed from, or do not have access to, the Government workplace/installation due to emergency situations including inclement weather conditions or other unforeseen reasons. In such cases where the contractor personnel are already present on the installation they shall be dismissed. If services were provided to the Government for portions of the day until the contractor personnel were dismissed, then the contractor shall direct charge these services during this time-frame.

Currently, mission-essential personnel do not exist for this requirement, however the Government reserves the right to identify mission-essential personnel during the performance of this contract. In the event mission-essential personnel are needed the Government will identify these mission essential functions and the contractor will be responsible for performing these mission essential functions, and shall provide the requisite qualified personnel to ensure the continuity of operations. The contractor will provide the names of these designated contractor personnel and they will be provided to the appropriate facility management areas to ensure access is permitted in case of installation closure or restricted access as per NASPAXRIV INSTRUCTION 12610.7G, revised 06/02/2014. The contractor shall direct charge services rendered by these designated support contractors who were permitted to the Government workplace and rendered services.

1.4.5 Government Directed Travel. In performance of this contract, some Continental United States travel may be required. Actual travel expenses will be permitted in accordance with the Joint Travel Regulations (JTR) and must be pre-approved by the COR in conjunction with TPOC/ATPOC. Estimates of travel costs that are proposed must be reviewed/approved by the COR in conjunction with TPOC/ATPOC. Authorized travel costs incurred by the contractor personnel in support of tasks issued hereunder are allowable and reimbursable in accordance with FAR 31.205-46. A Not to Exceed (NTE) amount will be included as a line item to be used on a cost-reimbursable basis. Other Direct Costs necessary for performance of this contract shall be reimbursed in accordance with NAVAIR clauses 5252.232-9509, Reimbursement of Travel, Per Diem, and Special Material Costs, and 5252.242-9515, Restriction on the Direct Charging of Material in Section H.

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1.4.6 Points of Contact. The COR and Alternate COR (ACOR) shall be identified at the time of award; the Government TPOC (whose authority is limited to providing basic guidance and advice to the Contractor while on-site) and Alternate TPOC (ATPOC) for this effort will also be identified at time of award.

1.5 Personnel Labor Categories. Labor category definitions are listed in Section L. The offeror will be responsible for employing personnel who meet the minimum labor category qualifications. The offeror's labor qualifications will be incorporated in Section C at time of award.

1.6 Disclosure of Information. Contractor employees shall not discuss nor disclose any information to which they are exposed during the execution of the task order to parties other than the originator of the information, the Contracting Officer or COR personnel. The contractor shall provide the TPOC and COR a signed non-disclosure agreement (NDA) for each individual contractor employee before the employee begins performance.

1.7 System Authorization Access Request (SAAR). The contractor shall submit a Systems Authorization Access Request (SAAR-N) Form (OPNAV 5239/14 Sep 2011 or latest version thereof) for each contractor employee tasked under this task order that requires access to Government IT systems in accordance with NAVAIR Clause 5252.204-9505. For each contractor that requires privileged access, include the privileged access agreement (PAA).

1.8 Training. The Contractor shall provide qualified personnel who are capable of assuming their duties at task order award. Training for contractor personnel will be at the contractor's expense. The contractor shall ensure that adequate staffing levels are maintained and performance is not disrupted while personnel attend training.

PART 2

DEFINITIONS & ACRONYMS

ACOR – Alternate Contracting Officer's Representative

ADP – Automated Data Processing

AOA – Analysis of Alternatives

ATPOC – Alternate Technical Point of Contact

BASICSII – Base Access Security Information Control System

BI – Business Intelligence

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BPM – Business Process Management

BRAC – Base Realignment and Closure

BTOASD – Base Telephone Office Account Summary

CDASS – Cost Distribution Accounting Subsystem

CDRL – Contract Data Requirements List

CDO – Career Development Office

CPIMS – Continuous Process Improvement Management System

CIO – Chief Information Officer

CLIN – Contract Line Item Number

CM – Configuration Management

CMM – Capability Maturity Model

CMMI – Capability Maturity Model Integration

COI – Community of Interest

COR – Contracting Officer's Representative

COSC – Continuity of Services Contract

COTS – Commercial off-the-Shelf

CRM – Customer Relationship Management

DAR – Developmental Assignment Registry

DARTS – Deficiency and Reports Tracking System

DBMS – Database Management System

DECKPLATE – Decision Knowledge Programming for Logistics Analysis and Technical Evaluation

DIACAP – Defense Information Assurance Certification & Accreditation Process

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DISA – Defense Information Systems Agency

DM/CM – Data Management/Configuration Management

DNS – Domain Named Service

DOD – Department of Defense

DON – Department of Navy

EAC – Enterprise Architecture Council

EAR – Enterprise Architecture Repository

ECP – Engineering Change Proposal

EDMS – Electronic Data Management System

eDMZ – Extended Demilitarized Zone

EPM – Enterprise Project Management

ERP – Enterprise Resource Planning

ETL – Extract, Transform, and Load tool

FISMA - Federal Information Security Management Act

FIST – Flight Information Scheduling and Tracking

FOIA – Freedom of Information Act

FTP – File Transfer Protocol

GENSER – General Service

GFP – Government-Furnished Property

.GIF – Graphic Interchange Format

GIG – Global Information Grid

GOTS – Government Off-The-Shelf

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HEAT – Help Desk Expert Automation Tool

IA - Information Assurance

IBONS – Infrastructure Business Operations Navy/NAVAIR/NAWC Support

IIS – Internet Information Services

IPMS – Integrated Production Management System

IT – Information Technology

IT/CS – Information Technology / Cyber Security

ITIL – Information Technology Infrastructure Library

JDRS – Joint Deficiency Reporting System

.JPG – Joint Photographic Experts Group graphics file type/extension

JTR – Joint Travel Regulations

MAC I – Systems handling information that is determined to be vital to the operational readiness or mission effectiveness of deployed and contingency forces in terms of both content and timeliness. The consequences of loss of integrity or availability of a MAC I system are unacceptable and could include the immediate and sustained loss of mission effectiveness. Mission Assurance Category I systems require the most stringent protection measures.

MAC II – Systems handling information that is important to the support of deployed and contingency forces. The consequences of loss of integrity are unacceptable. Loss of availability is difficult to deal with and can only be tolerated for a short time. The consequences could include delay or degradation in providing important support services or commodities that may seriously impact mission effectiveness or operational readiness. Mission Assurance Category II systems require additional safeguards beyond best practices to ensure assurance.

MAC III – Systems handling information that is necessary for the conduct of day-to-day business, but does not materially affect support to deployed or contingency forces in the short-term. The consequences of loss of integrity or availability can be tolerated or overcome without significant impacts on mission effectiveness or operational readiness. The consequences could include the delay or degradation of services or commodities enabling routine activities. Mission Assurance Category III systems require protective measures, techniques, or procedures generally commensurate with commercial best practices.

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Major Incidents – A major incident is an incident that has severe impact department operations and can cause significant effort to correct beyond normal business hours.

Minor Incidents – A minor incident has limited impact to department operations and may need to be corrected within core business or core extended hours.

MyNAVAIR – NAVAIRs Enterprise Portal

MyTEAM – NAVAIRs SharePoint Portal

NAD – NAVAIR Accreditation Database

NASPXRIVINST – Naval Air Station Patuxent River Instruction

NAVAIR – Naval Air Systems Command

NAVFAC – Naval Facilities Engineering Command

NAVIDAS – Navy Information Dominance Approval System

NAVSEA – Naval Sea Systems Command

NAVSUP – Naval Supply Systems Command

NAWCAD – Naval Air Warfare Center Aircraft Division

NAWCWD – Naval Air Warfare Center Weapons Division

NDA – Non-Disclosure Agreement

NETWARCOM – Naval Network Warfare Command

NGEN – Next Generation Enterprise Network

NIPRNET – Non-Classified Internet Protocol Router Network

NISPOM – National Industrial Security Program Operating Manual

NMCI – Navy/Marine Corps Intranet

NOD – NAVAIR Obligations Database

NOMBERS – NAVAIR Operations and Manpower Budget Exhibits Reporting System

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NTE – Not To Exceed

O&M – Operations and Maintenance

OCED – Office of Counsel Ethics Database

OCI – Organizational Conflict of Interest

OEM – Original Equipment Manufacturer

ONR – Office of Naval Research

OSCAR – On-Site Contractor Automated Reporting

PAA – Privileged Access Agreement

PD – Position Description

.PDF – Portable Document Format

PIC – Patuxent Imaging Center

PKI – Public Key Infrastructure

PL/SQL – Procedural Language/Structured Query Language

PLM – Product Lifecycle Management

PMT – Procurement Management Tool

PoP – Period of Performance

POA&M – Plan of Action and Milestone's

PRS – Performance Requirements Summary

PWS – Performance Work Statement

QA – Quality Assurance –actions taken by the Government to assure services meet the requirements of the Performance Work Statement.

QASP – Quality Assurance Surveillance Plan – an organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

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QC - Quality Control – A plan prepared by the Contractor to control the performance of services so that they meet the requirements of the Performance Work Statement.

QCP – Quality Control Plan – an organized written document submitted as part of the proposal to illustrate how the Contractor shall meet the requirements of the Performance Work Statement.

RAPS – Requisition Automated Processing System

RD&E – Research, Development, Test and Evaluation

ROM – Rough Order of Magnitude

RPA – Request for Personnel Action

S&T – Science and Technology

SAAR – Systems Authorization Access Request

SDD – Software Design Documentation

SDLC – Software Development Life Cycle

SECNAV – Secretary of the Navy

SECNAVINST – Secretary of the Navy Instruction

SFTIP – Special Flight Test Instrumentation Pool

SIPRNET – Secret Internet Protocol Router Network

SOP – Standard Operating Procedure

SPAWAR – Space & Naval Warfare Systems Command

SQL – Structured Query Language

SSBI – Single Scope Background Investigation

SRS – Software Requirements Specification

SSL – Secure Socket Layer

SSP – Strategic Systems Program

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STIG – Security Technical Information Guide

.TIFF – Tagged Image File Format

TFR – Total Force Readiness

TFS – Team Foundation Server (TFS)

TMRT – Test Management and Reporting Tool

TOAD – Tools for Oracle Application Development

TPOC – Technical Point of Contact

UIC – Unit Identification Code

WARS – Warehouse Analytical Reporting Solution

PART 3

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3.1 Facilities, Supplies and Services. The Government will supply office space, computer equipment (i.e., NMCI/CoSC/NGEN seat), telephones, scanners and reproduction resources when the contractor is working on-site. Office supplies such as pens, paper and other incidental items shall be provided by the Contractor for all Contractor personnel.

3.2 Information. The Government will provide all necessary reference documents not generally available to the Contractor as required. Throughout the life of the contract, if any instruction or document is replaced or superseded, the replacement or superseding instruction or document shall be applicable to the requirements defined in this PWS. The Government will also provide necessary, available and reasonable access to personnel.

3.3. Other Direct Costs. Materials are not authorized under this contract. Other Direct Costs necessary for performance of this contract shall be reimbursed in accordance with NAVAIR Clause 5252.232-9509, Reimbursement of Travel, Per Diem, and Special Material Costs.

3.4 Government Technical Environment. The IT/CS Department’s environment is dynamic, therefore, the current architecture will evolve over time as new software requirements and technological advances occur. The following is a high-level representation of the current IT/CS 7.2.2 software inventory/architecture.

Support Area	Current Tool Set
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Call Tracking System Software	HEAT, Knowledge Database; Symon Messaging System
Collaboration / Portal	Oracle WebCenter Suite, MS SharePoint, LiveLink (OpenText); including COTS Third Party Tools and Bolt-on Software, Avepoint DOCAVE
Configuration Management / Software Life Cycle	Team Foundation Server (TFS), StarTeam
Data Mining & Reporting	Business Objects Enterprise, Xcelsius, Crystal Reports, SQL Server Reporting Services (SSRS), SQL Server Integration Services (SSIS), Oracle Reports, PerformancePoint, QlikView
Data Warehouse / Extract, Transform and Load (ETL)	Informatica Power Center
Databases & Tools	Oracle, Sybase, MS SQL Server, SQL Server Reporting Services, SQL Server Integration Services, MySQL, SQL Toolbelt/SQL Compare, Oracle Enterprise Manager, TOAD, Oracle SQL Data Modeler, Visual Basic
Documentation	MS Office Suite, RoboHelp, Adobe Acrobat Professional
Electronic Data Management System (EDMS) and Workflow	e.POWER, Hummingbird (OpenText), Nintex
Operating Systems	Unix Sun Solaris, Microsoft Windows, Linux
Program Management Tools	MS Project Server / MS Project Professional, Team Foundation Server (TFS)
Remote Access Software	Citrix
Web Development	ColdFusion, HTML, XML, Oracle Developer Suite, jDeveloper, APEX, JAVA, EXTJS Javascript Library, Visual Studio (.NET), ASP, EXT JS- Sencha, J2EE, Telerik, Infopath, Adobe Creative Cloud Suite, Beyond Compare, ESRI ArcGIS, UESTudio, HP Fortify, MobileSmith
Web Server Software	IIS, Tomcat, JBoss, Apache, Oracle WebLogic, EZProxy, ColdFusion, Angelfish, Oracle iPlanet, PHP
Other COTS	PowerSteering, Enovia Product Life-Cycle Management (PLM), Team Center CostPerform, QlikView

PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4.1 General. Except for those items specifically stated to be Government-furnished property (GFP), the contractor shall furnish everything required to perform individual task order requirements.

4.2 Security. Contractor personnel shall be required to have access to unclassified and classified material up to the Top Secret level, as indicated in the Security Requirements column found in the Labor Category Qualifications chart found in Section L. All information or data that the Contractor accesses shall be handled as proprietary and in accordance with applicable security classification guidelines and procedures regarding access to classified material and storage areas. Information or data that the contractor accesses shall be handled at the appropriate classification level. Unclassified information shall be handled as "For Official Use Only". Distribution is authorized to Requiring

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Office's Organization and supported Activity only. Other requests for deliverables under this task order shall be referred to the TPOC of this task order.

4.2.1. Security Provisions / Security Clearances. Only United States citizens may perform under this contract. The Contractor shall conform to the provisions of DOD-D-5220.22, 'National Industrial Security Program,' and shall obtain and maintain security clearances for Contractor employees requiring access to classified information and/or entry to controlled areas. All contractor personnel shall have the ability to obtain a SECRET or TOP SECRET clearance, if required by the Government. As identified by the Government, personnel with Privileged access (as defined in SECNAVINST M-5510.3 and SECNAVINST 5239-2) on this contract must have a SECRET Clearance with a favorably adjudicated Single Scope Background Investigation (SSBI). A subset of contractor personnel shall be capable of obtaining a TOP SECRET clearance. The Contractor shall educate and brief employees concerning the handling and protection of classified material, and other security measures as described herein in accordance with DOD-D-5220.22, National Industrial Security Program. Contractor shall comply with mandates for annual security training. Interim clearances will be accepted for the first six months of performance unless otherwise specified; thereafter, full clearance levels will be required and maintained, unless otherwise agreed upon by the COR or TPOC/ATPOC. The contractor shall comply with the security and certifications requirements as listed in this PWS.

4.2.2. Control of Contractor Personnel. The contractor shall comply with Navy Security Regulations. All persons engaged in work while on Government property shall be subject to search of their person and vehicle at any time by the Government, and shall report any known or suspected security violations to the Security Department. The contractor shall remove from performance any person who endangers life, property, or national security through improper conduct. The Department of Defense Joint Ethics Regulation, DOD 5500.7-R, Standards of Conduct, applies.

4.2.3. Information Technology Security. The contractor shall comply with SECNAVINST 5510.30B and SECNAV M-5510.30 to assure that the proper investigation (SSBI) is conducted for those contractor personnel that require IT Level 1 access. The contractor shall coordinate with the TPOC to identify applicable positions. The DON Automated Data Processing (ADP) Security Program outlined in SECNAVINST 5239.3B, 'DON Information Assurance Policy' and SECNAV M-5239.1, 'DON Information Assurance Manual,' applies to efforts under this task order. Contractor personnel providing services under this task order shall comply with all federal, DOD, and DON IA policies.

4.2.4. Cybersecurity. NAVAIR's Cybersecurity Program is a unified approach to protect unclassified, sensitive or classified information, and is established to consolidate and focus efforts in securing that information, including its associated systems and resources. Cybersecurity is required operationally throughout the DON. The DON CIO is responsible for IT within the Navy, as mandated by the Clinger-Cohen Act, and is the lead for departmental compliance with the Federal Information Security Management Act of 2002.

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4.2.5. Cybersecurity Workforce, DOD Directive 8570.01-M Information Assurance Workforce Improvement Program. DOD Directive 8570.01-M provides guidance for the identification and categorization of positions and certification of personnel conducting Information Assurance (IA) functions within the DOD Workforce supporting the DOD Global Information Grid (GIG) per DOD Instruction 8500.2 (Reference (b)). The DOD IA Workforce includes but is not limited to all individuals performing any of the IA functions described in Directive 8570-01-M. All contractor personnel supporting this task order must comply with DOD Directive 8570.01-M, where applicable, and any training required to comply with this directive is at the expense of the contractor, and can be found in the Labor Category Qualifications chart in Section L. The COR in conjunction with TPOC/ATPOC will assign the appropriate certification category based on the duties and responsibilities being performed, relative to the current published DOD 8570 Manual. Upon subsequent release of DODI 8140.01, the contractor shall adhere to updated guidance on cyber security workforce qualifications.

4.3 Policy Adherence. DOD and DON IA Program outlined in Secretary of the Navy Instruction (SECNAVINST) 5239.3B, ‘DON Information Assurance Policy’ and SECNAV M-5239.1, ‘DON Information Assurance Manual,’ apply to efforts under this task order. Contractor personnel providing services under this task order shall comply with all federal, DOD, DON, and NAVAIR IA policies. The contractor shall comply with SECNAVINST 5510.30B and SECNAV M-5510.30 to assure that the proper security investigation (SSBI) is conducted for those contractor personnel performing services under this task order.

4.3.2 System Software / Application Compliance: All Information Technology Systems or software/application development, modification or support shall be performed in accordance with Defense Business Transformation guidance (formerly Business Management Modernization Program (BMMP)), Department of the Navy (DON)/Naval Air Systems Command (NAVAIR) Functional Area Manager (FAM) Policies and Guidance, Network and Server Registration, and Web Enablement mandates.

4.4 Classified Spillages. Classified data spills occur when classified data is introduced either onto an unclassified information system or to an information system with a lower level of classification, or to a system not accredited to process data of that restrictive category. The number of classified spillages on Defense Department information systems continues to rise, resulting in significant costs to NAVAIR, particularly in light of the current resource-constrained environment. The Navy's IT Service Provider (NMCI) charges the government per contaminated workstation to contain and clean an electronic classified spillage. To that end, it is incumbent upon the Contractor to pay for the containment, clean up and remediation of any classified spillage that is the result of the unauthorized disclosure of classified information by any employee of the Contractor working under the provisions of this Performance Work Statement. Payment will be remitted to the Department of the Treasury and will be delivered to the NAWCAD 7.2 Comptroller Office.

4.5 Contractor Identification. Corporation affiliations shall be referenced on all written documentation that refers to contractor personnel. This is required for both internal and external communications. Similarly, the contractor’s corporate affiliation shall be identified when answering

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phone calls and at the beginning of any meeting or conference held by the Government where contractor personnel are in attendance.

4.6 Contractor Access, Badges, Non-Disclosure Agreements, and Conflicts of Interest.

Contractor identification badges shall be issued by the Government to on-site contractor personnel and shall be visible at all times while personnel are at the Government site. The Government will provide the Contractor access to Government facilities, as required, for performance of tasks under this task order when feasible and possible. Contractor personnel shall comply with NASPAXRIVINST 5510.15Q to gain admission to the Naval Air Station, Patuxent River and Webster Field, Maryland. Contractor personnel shall comply with the IT/CS Department check in procedures. The Contractor is responsible for ensuring that all identification badges issued to their employees are returned to the Security Department at the Government site in accordance with NASPAXRIVINST 5510.15Q, following completion of the contract, relocation or termination of an employee.

4.6.1 Organizational Conflict of Interest. All contractor personnel working this task order must receive company sponsored OCI training within fourteen (14) calendar days after contract award. NDA requirements are stated in the “Disclosure of Information” section. Consistent with the terms and conditions of NAVAIR 5252.209-9510(e)(5) Organizational Conflicts of Interest (Services), with respect to proprietary data of third parties, and DFARS 252.227-7025 Limitations or the use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, with respect to technical data, the Contractor shall not use, modify, reproduce, release, perform, display, and disclose any non-public information provided to or obtained by the Contractor in the course of performing the contract for other than Government purposes, and shall not do so for any commercial or personal purpose.

In the event that the Contractor knows of or identifies that it has a commercial interest in the subject matter of any proposed or on-going agreement with regard to the services to be performed, the Contractor shall consider such interest a potential conflict of interest under NAVAIR 5252.209-9510(g) Organizational Conflicts of Interest (Services), and promptly disclose it to the Contracting Officer.

4.7 Telework Availability. The contractor must provide their Telework policy detailing the roles, responsibilities, security, safety, and requirements for adherence by the contractor. The Government is not responsible for any operating costs associated with telework by the contractor up to and including maintenance, insurance and/or liabilities.

The contractor shall adhere to all applicable federal laws and regulations.

4.8 Privacy Act Data. When the Department of the Navy (DON) contracts for operations or maintenance of a system of records or a portion of a system of records, the record system or portion of the record shall be protected by the Contractor in accordance with SECNAVINST 5211.5E, “Department of the Navy Privacy Program”, 28 December 2005. Furthermore, the contractor is required to train all employees having access to Privacy Act Information in accordance

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with SECNAVINST 5211.5E. The contractor shall also inform its employees that Federal Acquisition Regulation Subpart 24.102(d) addresses civil liability should individuals be injured as a consequence of any failure to maintain Privacy Act records in accordance with SECNAVINST 5211.5E.

4.9 Enterprise-wide Contractor Manpower Reporting. In accordance with NMCARS 5237.102(90), the contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the IT/CS Department 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>. 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>.

PART 5

SPECIFIC TASKS

5.0 Performance Requirements

The contractor shall perform Applications Integration and Business Intelligence support services tasks in such a manner as to ensure a high quality of continuity of services and effective utilization of resources across service areas. Additionally, all systems shall be sustained in such a manner as to ensure system, application and data availability to customers. Systems supported shall be capable of producing information required by managers and working level personnel (i.e. reports, metrics, etc.)

The contractor shall remain current on technological advances relevant to the requirements and capabilities supported and provide documented recommendations on strategic planning for future initiatives that offer cost savings and efficiencies. The contractor shall provide recommendations to sustain and improve existing and new business systems Information Technology requirements.

Based on tasking, the contractor shall ensure that personnel are compliant and have the appropriate IT Level designation (Level I, II, III), security clearance, background investigation and requisite Cyber Security Workforce (CSWF) training in accordance with DoD and Navy policy as outlined in Part 4. Aspects of all identified business service areas within this Performance Work Statement (PWS) are subject to these requirements and shall be staffed accordingly.

The contractor shall be familiar with DON and/or NAVAIR policy and concepts including IT consolidation, Functional Area Management (FAM), Navy Networks, Navy Enterprise Licensing agreements, Navy Information Dominance Approval process (NAV-IDAS), and Competency

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Aligned Organization (CAO). An understanding of these policies and concepts will be required to ensure the stability and continuity of the work force when hiring personnel and executing this task order.

The contractor shall adhere to the defined NAWCAD 7.2 Customer Relationship Management (CRM) process, which adheres to the standard Systems Development Lifecycle (SDLC). This process will be defined/explained at time of award.

The contractor shall comply with Command initiatives such as but not limited to Navy ERP and AIRSpeed and shall perform in accordance with NAVAIR, DOD, and DON initiatives, standards, policies, and mandates such as Application Portfolio Management, Defense Business Transformation Guidance, Navy Enterprise Application Developer's Guide (NEADG), Clinger Cohen Act, Federal Information Security Act (FISMA), Web Enablement and 508 Compliance. Any tools that will be hosted by NMCI, Continuity of Services Contract (COSC), Next Generation Enterprise Network (NGEN) or run on these workstations must be certified for NMCI, COSC, NGEN and comply with NMCI, COSC and NGEN policy.

The contractor shall follow the IT/CS 7.2 Outage Notification Standard Operating Procedure (SOP) which requires the contractor to enter and track a HEAT ticket for all scheduled and unscheduled system/application outages that negatively impact customers.

CDRL A007 - Standard Operating Procedures

5.0.1 Best Practices

The Contractor shall establish and maintain an IT Service Management environment that aligns with the Information Technology Infrastructure Library (ITIL) V3 Framework and subsequent releases as approved for use by the Government. The Contractor's team shall be responsible for performance of the tasks and activities, as specified within this PWS:

- Government's service planning and service design processes for enterprise-wide IT Services, including ensuring consistent IT linkage and alignment to overall mission objectives and technology standards, and regulations as defined by the Government. A comprehensive list of Navy regulatory documents is located at the DON Chief Information Officer (CIO) IT Policy and Guidance website at <http://www.doncio.navy.mil/>
- Government's day-to-day IT operations management processes pertaining to IT service operations, IT engineering activities and continual service improvement across the Government's enterprise
- Maintaining IA integrity of software computing resources from external and internal security threats
- Government operations integration and coordination of IT service delivery with all other

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Government service providers

The Software Development Life Cycle Methodologies. Methodologies proposed by the contractor should be an integrated approach to maximize the benefits of both ITIL and CMMI best practices.

The Contractor shall perform IT Service Area delivery activities in close cooperation and coordination with the government and other relevant IT service providers. This cohesive working relationship shall ensure successful ongoing day-to-day service delivery for all Contractor IT Service Area and corresponding Sub-Service Areas.

5.0.2. Priority Levels and Tier II Support Response Requirements

In providing its respective IT services, the Contractor shall manage service delivery and perform its services in accordance with the prioritization schema and incident response requirements as described below.

Priority Level	Definition
Priority Level 1 – Emergency / Urgent - <i>Critical Mission / Business Impact</i>	CRITICAL – Multiple End-User impact with no workaround. The Incident or Problem has caused a complete and immediate work stoppage affecting an entire Unit or Command Group or primary mission/business process or a broad group of End-Users, or a key customer is affected (VIP Support).
Priority Level 2 –Non-Critical Standard <i>Mission / Business Impact</i>	STANDARD – Multiple or single end-user impact with approved workaround. A business process is affected in such a way that certain functions are unavailable to End-Users or a system and/or service is degraded.

During Core Business Hours, Priority 1 trouble tickets/incidents shall be acknowledged and worked within thirty (30) minutes of assignment while Priority 2 trouble tickets/incidents shall be acknowledged and taken for action within sixty (60) minutes of assignment.

During Core Extended Hours, Priority 1 trouble tickets/incidents shall be acknowledged and worked within sixty (60) minutes of an assignment. Priority 2 trouble tickets/incidents shall be acknowledged and taken for action within sixty (60) minutes of start of core business hours on the next business day.

During Critical Systems Extended Hours, Priority 1 trouble ticket/incidents shall be acknowledged and worked within sixty (60) minutes of an assignment. Priority 2 trouble tickets/incidents shall be acknowledged and taken for action within sixty (60) minutes of start of core business hours on the next business day.

Two (2) twenty-four (24) hour periods (typically the second and fourth Saturdays) are scheduled per month to provide windows of time for system security compliance, upgrades, implementations, and other maintenance activities requiring service disruption. Personnel under this contract must be

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available to support after hours and weekend maintenance activities which may include software installation, patching, testing, troubleshooting, and application releases. The level of support required for operational personnel, Database Administrators Software and Systems Administrators is typically higher than what may be required for software developers, project managers, and systems analysts.

5.1 Management

The Contractor shall provide a dedicated full time on-site working level manager who shall be responsible for management and oversight of work performance and personnel for this contract.

The contractor shall:

- a) Serve as a POC for customer relations
- b) Ensure adequate program controls are applied to each task area including scheduling, resource allocation, direction, cost quality control, report preparation, establishing and maintaining records and resolution of customer complaints
- c) Resolve quality, timeliness and accuracy issues
- d) Review Contract Data Requirements List (CDRLs) for quality before submission to the Government
- e) Ensure consistent on-board and off-board processing of personnel
- f) Ensure standard communication and processes with the task order and within each supported organization
- g) Coordinate with project managers in the service areas to ensure all projects are within cost, performance, and schedule
- h) Coordinate effective utilization of resources across projects
- i) Manage project risks and dependencies with the task order and within each supported organization
- j) Consult with project managers and government management on IT strategies and IT software life cycle standards across service areas
- k) Manage long term improvements and efficiencies within the task order
- l) Provide monthly Personnel Security report documenting status of all security clearances and investigations for all personnel (CDRL A001)
- m) Provide a means of immediately contacting her/him or designated alternate, 7 days a week, 24 hours a day, 365 days a year. The contractor shall ensure the manager or designated alternate makes verbal contact with the TPOC or ATPOC within sixty (60) minutes.
- n) Attend bi-weekly status updates with TPOC/ATPOC, providing updates on position vacancies,

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project schedules, issues, and project risks.

- o) Attend any meeting with the COR or TPOC/ATPOC to discuss performance under the award or resolution of any performance issues or challenges.

CDRL A001 – Personnel Security Report

5.2 **Business Intelligence and Data Management**

The contractor shall analyze, configure, document and implement business intelligence solutions. Warehouse Analytical Reporting Solution (WARS) provides a source of historical data to do analytical processing and reporting. This system provides restructuring, integration and capturing of summary level management information from multitude of diverse transactional systems across functional business areas (i.e., planning, financial, personnel, and acquisition). This data repository allows managers to obtain such data to provide Business Intelligence (BI) solutions and develop corporate decisions and strategy based on the current environment, as well as, historical trends. WARS allows the organization to exploit information already captured in transactional systems and use the data for BI reporting , i.e. forecasting, trend analysis, analytical processing, and dashboard development . The WARS data warehouse is also the data archival solution to meet data retention requirements. The data warehouse Oracle production environment is 4.1 Terabytes in size, consisting of 3 billion plus rows of data in 2400 tables. It utilizes approximately 500 Informatica data mappings and has approximately 2000 Business Objects reports.

5.2.1

The data marts currently supported include:

Legacy financial	Command Staffing
Local Navy ERP – NAVAIR	Community Management
IT Approval	Diversity
Billet Management	Exit Interview
Leadership	EDACM
Demographics	Command Information Center
Mentoring	Enterprise Cost Management Framework (ECMF)
Hiring Plan	Service Requirements Review Board
Recruitment	Base Telephone Office
Small Business Dashboard	
Small Business Innovative Research	

5.2.2 The contactor shall:

- a) Evaluate technical requirements, identify and analyze options and present alternatives for technical solution(s) for the Government’s consideration.

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- b) Assess and ensure functionality of resulting systems, modules or software products in the existing or planned architecture meet customer requirements.
- c) Be responsible for ensuring that metadata for integrated applications are consistent and correct.
- d) Be responsible for assisting with project plans, guidelines, project documentation and controls for business intelligence efforts.
- e) Perform continuous evaluation and architectural planning in order to integrate business systems and provide analytical reporting.
- f) Facilitate process improvements.
- g) Perform data reconciliation and cleanup activities.
- h) Develop SQL queries to support data analysis and ad hoc data calls.
- i) Provide data analysis to ensure proper data integration and data balancing between the data warehouse and source systems.
- j) Perform technical analysis, configuration and operations support and follow the Data warehouse team's Data Management/Configuration Management (DM/CM) Guidelines.
- k) Research, analyze and monitor production issues and resolve issues. Production issues may include reporting, data, data load and mapping errors.
- l) Analyze, configure, perform functional testing and document fixes to production deficiencies and utilize the software configuration management tool. StarTeam is the current configuration management tool where all software will be stored unless otherwise specified or agreed to by the government.
- m) Code, test and maintain custom and ad hoc reports using the government defined reporting tool.
- n) Maintain and support the DM/CM Guidelines.
- o) Prepare, process, manage and monitor assigned change requests using the government defined configuration management tool.
- p) Prepare logical and physical database models including security policies and index strategies.
- q) Design, code, test and maintain intelligent workbooks using MS Excel and Visual Basic for Applications (VBA).
- r) Maintain data warehouse metrics including number of rows of data in each schema, number of mappings in each data area and report to data element matrixes using the DM/CM Guidelines.
- s) Administer and maintain user identification and associated roles for user access.
- t) Develop source to target data mapping requirements and documentation using the government defined ETL tool.

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- u) Provide data analysis required to determine solutions to data issues, meet data call requirements, or propose BI solutions.
- v) Develop, test and implement ETL programs to load transactional or other source data into the data warehouse and load summary level and reporting level tables.
- w) Coordinate business intelligence requirements and design, build and implement business intelligence solutions to include analytical reporting, metrics, and dashboards.
- x) Attend status meetings, requirements and design sessions.
- y) Design, develop, maintain and test data marts and universes, analytical reporting solutions and dashboards and metrics using data warehouse reporting tool.
- z) Maintain share server permissions.
- aa) Manage file server directory structures, source data files and permissions.
- bb) Monitor and execute interfaces and production jobs.
- cc) Ensure all customer-driven issues are documented in the Help Desk Expert Automation Tool (HEAT) and are responded to and resolved in the appropriate timeframe based on priority.
- dd) Provide ad hoc query and analysis in support of ad hoc data calls.
- ee) Process high visibility data calls such as: Congressional data calls; DOD data calls, audits, and Base Realignment and Closure (BRAC) committee data calls. These data calls are intermittent with short deadline requirements and may require hours outside of core business hours to complete.
- ff) Train end users in usage of the data mart and associated business rules and assist in developing training plans.
- gg) Provide documentation for all coding, release notes, end user test plans, and training manuals.
- hh) Attend team status meetings and design sessions.

CDRL A004 – Test Plans

CDRL A009 – IT Source and Related Code

5.3 Document Management

The contractor shall provide skilled resources in support of scanning and electronic document storage. The Patuxent Imaging Center (PIC) Team historically processes approximately 350,000 images and 125,000 documents annually. The PIC is a NAVAIR Enterprise Resource utilized by many customers through-out NAVAIR for their scanning requirements. PIC has dedicated document imaging specialists who use state-of-the-art equipment to support Classified/Unclassified requirements and NAVAIR corporate solutions. The PIC team scans letters, technical documents, reports, test plans, oversize charts and drawings that are the basis and proof of corporate business decisions. The conversion process produces Portable Document Format (.PDF), Tagged Image File

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Format (.TIFF), Joint Photographic Experts Group (.JPG) graphics file type/extension, Graphic Interchange Format (.GIF), MS Word document file (.DOC), as well as many other file types, which are stored in a document management repository.

5.3.1 The contractor shall:

- a) Oversee the document capture and management of current and new document and record management customers.
- b) Gather and box documents to be digitized.
- c) Pick-up and deliver documents to be digitized.
- d) Be responsible for the communication of individual project details to include rough order of magnitude (ROM) between the end customer and the Imaging team. Details and ROM are to be approved by the designated government team lead.
- e) Perform the document and record management requirements of the PIC customer base. Performance may be physically located in the customers' space, based on the customer's requirements.
- f) Provide digital formatting to various media, including document repositories, of all documents essential to NAVAIR operations.
- g) Provide proper indexing and linking of metadata on the digital documents as required.
- h) Digitize project documentation provided, according to the customers' requirements.
- i) Provide input on level of effort to manage upcoming imaging projects. The contractor shall document hours supported, the number of images and the number of documents digitized on each project. This data is used to assist in tracking hours/dollars expended on a project as this information is used for Monthly Reports and annual billing of IT/CS customers.
- j) Participate in monthly team meetings.
- k) Perform daily "first-line" maintenance on the imaging subsystems.
- l) Perform Quality Assurance of the digitized documents.
- m) Participate in customer meetings to identify potential document and record management requirements.
- n) Present alternatives to customers in the best imaging approach that supports their requirements.
- o) Work with the PIC Project Manager to meet the customer requirements while following the IT/CS process and procedures.
- p) Perform the development of all project requirements. Make recommendations for government consideration regarding the development of customer agreements.
- q) Prepare team meeting agendas, minutes and track action items from those meetings. Results of

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these meetings are to be included in the Patuxent Imaging Center Monthly Status reports. The contractor shall generate input for Project Plan of Action & Milestones (POA&Ms) for large scanning efforts.

- r) Ensure the maintenance of existing scanning/imaging hardware has been performed as required to keep the equipment in working condition.
- s) Ensure that all tasks and customer driven issues are documented in the Help Desk Expert Automation Tool (HEAT) and are responded to and resolved in the appropriate timeframe based on priority.

CDRL A008 - Monthly Status Report

CDRL A005 - POA&M

5.4 Software and Applications Management

The contractor shall provide software development life cycle support for IT/CS corporate applications, business applications, commercial software, web applications, websites, and collaboration environments. Software and Applications Management consists of three (3) primary sub-service areas 1) Applications Development and Maintenance; 2) Software and Web Administration; and 3) Database Administration.

5.4.1 Applications Development and Maintenance. The contractor shall provide skilled resources for software application integration and systems life cycle support. This includes software application requirements analysis, design, development, integration, testing, implementation, maintenance support, hosting and management of various web-based applications, databases and technologies. The contractor shall provide the experience and skills to identify, document and satisfy these requirements in a dynamic and complex IT environment. The contractor shall satisfy the need to ensure contract personnel with specialized skills as necessary to ensure the above is completed in an efficient, secure, and timely fashion while ensuring a quality product/service is delivered. Applications may be re-written to take advantage of new technologies or compliance policies. NAVAIR's goal is to migrate existing and all new applications development into one of the portal frameworks. The contractor shall support pilot efforts using emerging technologies such as mobile software development.

5.4.1.1 Representative Summary of Products/Applications Supported

Products/Applications	Type	Technology/Language/Database
Airworthiness Web (MAC II, SIPRNET/ NIPRNET)	Development/O&M	ColdFusion/Oracle
AppStore	O&M	.NET/MobileSmith/SQL
Base Access Security Information Control System (BASICSII)	Development/O&M	ColdFusion/JavaScript/Oracle

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Base Telephone Office Account Summary (BTOASD)	O&M	ColdFusion/Classic ASP/Oracle
Career Guidebook	Development	.NET/MobileSmith/SQL
Civilian Workflow Automation (CWA) Tool	Development/O&M	.NET, ePower, SharePoint/SQL
CloudSync	O&M	.NET
Commander's Award Tool	O&M	.NET/SQL
Cost Distribution Accounting Subsystem (CDASS)	O&M	Oracle Forms/Reports/Oracle
Deficiency and Reports Tracking System (DARTS)	O&M	ePower/Hummingbird/Oracle
Development Program Tool (DPT)	O&M	.NET/SharePoint/SQL
Developmental Assignment Registry (DAR)	Development	.NET/SharePoint/SQL
Engineering Change Proposal (ECP)	O&M	ePower/Hummingbird/Oracle
Flight Information Scheduling and Tracking (FIST)	Development/O&M	.NET/Oracle Forms/Oracle
Freedom of Information Act (FOIA) Document Repository	O&M	ColdFusion/JavaScript/Hummingbird/Oracle
iMentor	O&M	.NET/SQL
Infrastructure Business Operations Navy/NAVAIR/NAWC Support (IBONS)	Development/O&M	ColdFusion/Java/Oracle
Integrated Move Management (IMM)	Development/O&M	.NET/HEAT/SQL
Integrated Production Management System (IPMS)	O&M	Oracle Forms/Reports/Oracle
Justification and Approval (J&A)	O&M	ColdFusion/ePower/Hummingbird/Oracle
Mobile Facilities	O&M	.NET/SQL
National Help Desk Private Web Site	O&M	.NET/Classic ASP/SQL
NAVAIR Enterprise Architecture Repository (EAR)	Development	.NET/SQL
NAVAIR Obligations Database (NOD)	O&M	ColdFusion framework / Sencha EXT JS
NAVAIR Operations and Manpower Budget Exhibits Reporting System (NOMBERS)	O&M	.NET/SQL
NAVAIR Public website	O&M	ColdFusion/SQL
NAVAIR Survey Tool	O&M	ColdFusion/SQL

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NAWCAD Public website	O&M	ColdFusion/SQL
Office of Small Business Public website	O&M	ColdFusion/SQL
On-Site Contractor Automated Reporting (OSCAR)	O&M	Oracle Forms/Reports/Oracle
Paperless Flight Clearance	Development	.NET/ePower/Hummingbird/Oracle
PMA208 Public website	O&M	ColdFusion/SQL
Requisition Automated Processing System (RAPS)	O&M	Oracle Forms/Reports/Oracle
S&T Alignment and Investment Reporting System (STAIRS)	Development	.NET/SQL
Small Business Innovation Research (SBIR)	Development	.NET/SQL
Test Management and Reporting Tool (TMRT)	O&M	.NET/ePower/Hummingbird/Oracle
Total Force Readiness (TFR) Tools	Development/O&M	ColdFusion framework / Sencha EXT JS/SQL
V22 Public website	O&M	ColdFusion/SQL
Wowza	Development	.NET/SQL

5.4.1.2 The contractor shall:

- a) Be responsible for planning and performing Software Development Life Cycle (SDLC) methodologies which includes IT project management and systems engineering utilizing CMMI best practices.
- b) Perform all phases of the software life cycle, including requirements analysis, system and database design/analysis, graphics design, user interfaces, system documentation, software development, peer reviews, testing, implementation, and sustainment. This includes use cases, Software Design Documentation (SDD) and/or redesign of application programs as well as initial coding, revising, testing, documenting, operating and maintaining all custom software and maintaining documented configuration management controls.
- c) Perform application configuration management. StarTeam is the current configuration management tool where all software shall be stored unless otherwise specified or agreed to by the government.
- d) Perform requirements management, which includes requirements gathering, analysis, and development of a Software Requirements Specification (SRS) for all development activities. Team Foundation Server (TFS) is the current software requirements management tool where all requirements shall be stored unless otherwise specified or agreed to by the government.
- e) Implement solutions in a wide range of software environments using many different programming

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tools and languages.

- f) Coordinate / facilitate and attend customer meetings.
- g) Develop database designs and store in a government defined repository.
- h) Develop, test and implement queries and reports using government defined reporting tools.
- i) Provide interface(s) to internal/external systems and databases. All interfaces must be documented in the software design documentation.
- j) Construct and sustain internet and intranet web sites using standard technologies as referenced in Section 3.3.
- k) Maintain search engines within web sites, web applications and commercial software in support of customer requirements.
- l) Provide Tier 2 Help Desk support for applications developed/supported by the NAWCAD 7.2.2 Division.
- m) Provide end user training.
- n) Ensure that all tasks and customer driven issues are documented in HEAT and are responded to and resolved in the appropriate timeframe based on priority.
- o) Ensure all software is compliant with Defense Information Systems Agency (DISA) Application Development Security Technical Information Guides (STIGs) and the STIGs are applied and/or mitigated.
- p) Provide DON Application and Database Management System (DADMS) performance for Operation and Maintenance (O&M) products and COTS applications, which may include providing support and maintaining information on Last Date Allowed extensions, Unit Identification Code (UIC) Stakeholder Requests and New Version Requests.
- q) Provide performance for emerging/new technologies and stay abreast of emerging trends within the application development discipline.
- r) Perform web consolidation efforts and software development utilizing capabilities of N AVAIR portal technologies.
- s) Provide technical input for project cost estimates and Customer Agreements and adhere to the IT/CS 7.2 Customer Relationship Management (CRM) process.
- t) Perform all production application maintenance before core business hours or after core extended hours, unless written government approval has been received. Contractor shall perform and schedule maintenance in coordination with the Government. Contractor shall provide up to date contact information for personnel providing core extended hours and critical systems extended hours support services.

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CDRL A002 – Software Applications Life Cycle Documentation

5.4.1.3 Quality Assurance. The contractor shall provide skilled resources to support Quality Assurance which includes requirements management, use cases, peer reviews, testing and system documentation.

The contractor shall:

- a) Prepare/develop software applications related documentation such as user manuals, training guides, brochures, software development plans, requirements documents, requirements traceability matrix, and test/implementation plans. The documentation shall be stored in the appropriate government approved repository.
- b) Plan, recommend, design, develop, coordinate, document and maintain graphics and technical writing support for items such as customer pamphlets, documents and presentations.
- c) Develop end user application guides in government-approved format such as PDF, MS Word and/or on-line help.
- d) Perform department-wide proof reading and composition of inter-department communication, communiqués and command announcements.
- e) Ensure developed software is in compliance with Section 508 of the Rehabilitation Act.
- f) Develop software test plans and perform testing for application releases and provide release notes.
- g) Perform application load testing as required for major application deployments and NAVAIR enterprise wide tools.
- h) Work with project leads and development personnel to identify load test scenarios.
- i) Develop and schedule test scripts as required.
- j) Analyze and report results of load testing. Test results will be stored in a government designated repository.

CDRL A002 – Software Applications Life Cycle Documentation

5.4.1.4 Administrative Support. The contractor shall provide skilled resource(s) to provide administrative functions in support of the NAWCAD 7.2.2 government management team. The contractor shall:

- a) Provide administrative functions, coordinate calendars, prepare travel orders and vouchers.
- b) Perform tasking in support of the Competency Management team which includes preparing briefing material, project reports, standard templates and offer recommendations to improve operational procedures and techniques. The contractor shall perform content management and maintain security/access to content on the NAWCAD 7.2.2 Division SharePoint site as well as sub-sites.

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- c) Assist the Competency Management team with status and tracking the progress of current initiatives.
- d) Provide meeting support to include presentations for internal and external audiences, documentation support and administrative assistance prior, during, post briefings/meetings, set up Video Teleconferencing bridges, and accurately record actions and follow-up decisions.
- e) Provide research and analysis of all data related to the IT/CS products and services.
- f) Provide and maintain an accurate training report for all assigned employees and notify customer when training requirements are not being met.
- g) Provide performance to government management for data calls.
- h) Provide and prepare all related accomplishments and metrics as requested and prepare the monthly division report if requested.
- i) Combine monthly reports into a yearly Command History Report.
- j) Identify, conceptualize, evaluate, document, and recommend opportunities for process, project, and program improvements.
- k) Create and track procurement packages for software maintenance renewals and hardware/software required in support of the Division's mission.
- l) Track all software in an approved software inventory database, to include procurement information, end users, quantities, license type, server name (if applicable), software name, and description.
- m) Maintain DADMS information for all software used by the division and required on servers administered by the division.

CDRL A008 - Monthly Status Report

5.4.1.5 Project Management. The contractor shall perform project management functions. The contractor shall pursue technologies capable of increasing performance and efficiency which can be economically integrated into current and proposed systems. Contractor personnel shall serve as technical experts, based upon their broad knowledge and understanding of emerging technologies and development methodologies. Project management support does not represent delegation of any inherently government function. The contractor shall:

- a) Provide a comprehensive, overarching project management approach to ensure that costs are controlled, schedules are met, return on investment (ROI) is maximized and business/program objectives are attained.
- b) Participate and/or provide input to IT/CS 7.2.3 Enterprise Architecture Council (EAC) meetings as required including EAC presentations, technical recommendations, and Analysis of Alternatives (AOA).
- c) Track actual vs. planned completion dates of tasks and project milestones. The contractor shall

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provide written documentation explaining all milestones not met within 30 days of planned completion date. (via Monthly Status Report CDRL A008)

- d) Prepare and present project management reviews.
- e) Prepare/develop Plan of Action & Milestones (POA&M) (CDRL A005). MS Project Server/Enterprise Project Management (EPM) and Team Foundation Server (TFS) are the current software tools for managing medium-large/complex software development projects unless otherwise specified or agreed to by the government.
- f) Prepare draft project cost estimates and draft ROM costs for new projects, new customer requirements and /or application reengineering.
- g) Provide timely submission of ad hoc data calls.
- h) Research and analyze Government Off-The-Shelf (GOTS), COTS and proprietary application software packages oriented toward information technology and management. Some tasks may require studies to determine the applicability of software to specific functional and/or operational environments. The contractor shall research and analyze next generation software languages, tools, techniques and methodologies. Others may require contractor review of existing code and software to evaluate maintainability, efficiency, performance and adherence to standards. The contractor shall stay abreast of the latest technologies and perform an assessment of products and services and make recommendations for efficiencies.
- i) Prepare and execute plans to configure and install hardware and/or software.
- j) Provide technical consultant services to managers, software developers, systems analysts, and other personnel on highly complex application issues.
- k) Ensure that all tasks and customer driven issues are documented in HEAT and are responded to and resolved in the appropriate timeframe based on priority.

CDRL A005 – Plan of Action and Milestones (POA&M/Project Plan)

CDRL A008 – Monthly Status Report

5.4.1.6 Collaboration Framework. The contractor shall provide skilled resources to support NAVAIR's enterprise collaboration portal environments (MyNAVAIR, MyTeam/MySites, TeamConnect), including the software required to operate the portals, i.e. SharePoint and Oracle Weblogic. Farm Administrators install and maintain the portal software and third party products. Communities of Interest (COI) and/or site administrators support the processes for portal administration and configuration management. Current environments consist of more than four hundred (400) MyNAVAIR COI and more than two hundred ninety (290) MyTeam Sites located on NIPRNET, SIPRNET and eDMZ. The contractor shall:

- a) Integrate functional requirements into portal application development (communities of interest, sites).
- b) Install, upgrade, configure and maintain all portal software and third party products.

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- c) Facilitate the process of planning, prioritization, development, training and implementation of new content to existing and new audiences to expand NAVAIR's collaboration environments.
- d) Provide operational oversight of end user experience for all production collaboration functions and features.
- e) Provide portal configuration management functions such as facilitating change management, system upgrades, security/permissions and training.
- f) Perform analysis and advocate the use of technology to enhance the experience for end users.
- g) Work effectively with internal clients and external consultants to gather the software requirements and make recommendations to the Government customer about how their assigned COI/site should be set-up, including security, layout, content and portlet functionality.
- h) Assist developers in understanding the general portal product functionality to allow them to develop custom applications.
- i) Run SQL queries to assist with user account questions and monthly statistics.
- j) Assist with troubleshooting and resolving all portal issues, including those related to NGEN or other Navy Network, customer workstations (i.e. browser settings, application requirements).
- k) Work with developers to register portlet/webparts and/or web services in portal environment.
- l) Ensure that all tasks and customer driven issues are documented in HEAT and are responded to and resolved in the appropriate timeframe based on priority.

5.4.1.7 Business Process Management. The contractor shall provide skilled resources to support Electronic Document Management. This includes products such as e.POWER, Livelink, Nintex, and Opentext/Hummingbird tools. Future efforts may include the use of the Oracle BPM Suite. The contractor shall:

- a) Provide consultation, draft ROM costs, configuration, testing, training, implementation, documentation and related performance for electronic document management products and modules, including digital imaging, and document repositories.
- b) Provide Electronic Document Management System (EDMS) document repository/workflow application configuration, requirements analysis & design, development, testing, implementation, documentation and sustainment utilizing the EDMS toolset and relational databases.
- c) Ensure that interfaces are operational, existing legacy data is converted and migrated and that customers are able to access the applications.
- d) Provide custom web interfaces, workflows, and custom reports as they relate to the EDMS.
- e) Ensure that all tasks and customer driven issues are documented in HEAT and are responded to and resolved in the appropriate timeframe based on priority.

5.4.2. Software & Web Administration. The contractor shall provide skilled professional

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resources to support Software and Web Administration. The contractor shall perform commercial software/third party software and web administration to include installation, configuration and maintenance.

5.4.2.1 Below is a sample representation of our current software and web hosting environments.

Number of Servers	Type of Servers	Hosting Environment/Project	Technologies
Sixty (60)	Windows/Vmware & Physical	MyTeam/MySites, TeamConnect (NIPRNET/SIPRNET/e) DMZ)	MS SharePoint -Includes Third Party Web Parts (Bamboo, Nintex, Doc Ave) IIS Visual Studio (.NET)
Forty-one (41)	Windows/Vmware	MyNAVAIR	WebCenter Suite - WebCenter Interaction - Publisher - Collaboration - Studio - Analytics - Search - Ensemble - Automation - Content Server (UCM IIS) ColdFusion Visual Studio (.NET) Oracle ADF
Thirty-six (36)	Windows/Vmware /Linux/UNIX & Physical	Corporate Web (NIPRNET/SIPRNET)	IIS Apache ColdFusion, Java .NET PHP Angelfish JW Player WOWZA WordPress, MySQL Crystal Reports
Two (2)	Windows/Vmware & Physical	eDMZ Unrestricted	IIS ColdFusion PHP .NET EZProxy
Fifty-five (55)	Windows/Vmware /Linux & Physical	eDMZ Restricted	IIS ColdFusion PHP .NET Power Steering Enovia/PLM Crystal Reports Complex GOTS Applications: DECKPLATE, JDRS, NAVIDAS

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Eighteen (18)	Windows/Vmware & Physical	WMS/Livelink	IIS Tomcat Livelink AppDynamics QlikView Java
Thirteen (13)	Windows/Vmware	Electronic Document Management	IIS e.Power Hummingbird
Twelve (12)	Windows/Vmware	Data Warehouse	Tomcat Business Objects Informatica

5.4.2.2 The contractor shall:

- a) Install and maintain web-related software on internal and external web servers using Data Center standard hardware/software platforms, i.e., Windows, UNIX, and Linux platforms. Examples of such software include IIS, Tomcat, Apache, JBoss, Oracle Application Server, Oracle AquaLogic, Oracle WebLogic and associated plug-in tools, MS SharePoint and associated plug-in tools, LiveLink, e.POWER, ColdFusion, PHP, and Angelfish.
- b) Be responsible for web server security procedures including compliance with applicable web server STIGs.
- c) Perform installation, upgrades, configuration, tuning and sustainment of all Business Intelligence, EDMS, Portal/Collaboration and software development toolsets and maintain future environments that the government may invest from a technologies improvement effort or customer agreements.
- d) Administer corporate web servers which includes, but not limited to UNIX, Windows, Linux, IIS, Tomcat, JBoss, Oracle, and Apache.
- e) Integrate applications and web sites into one (1) of the two (2) defined portal environments.
- f) Manage applications and web sites with transitioning from one (1) hosting environment to another.
- g) Manage customer access and maintenance for the portals and collaboration tools, i.e. Oracle, e.POWER, SharePoint, MS Project Server and LiveLink.
- h) Perform Software Administration to include third party software, configuration, patching, permissions, user accounts, technical architecture for all software tools used in support of these efforts. This includes SharePoint and Oracle portal server farm administration.
- i) Ensure all web-related software is patched and up-to-date in accordance with the government's published schedules.
- j) Interface with the Data Center Team to test and approve operating system vulnerability patches that need to be applied to individual servers.
- k) Resolve vulnerabilities identified through system scans.
- l) Plan and execute new application deployments while following the IT/CS code promotion process.

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- m) Configure new virtual web servers/applications for websites that have been approved to be hosted.
- n) Configure appropriate IP address, port, default document settings, and permissions for virtual servers
- o) Request certificates for sites requiring Secure Socket Layer (SSL)
- p) Request Domain Name Service (DNS) entries and/or iRules be created by the Boundary Support Team for new sites
- q) Request DISA White List entries for sites requiring public access by completing a change request form (Sharepoint workflow) and creating a Heat ticket for the Configuration Management Team.
- r) Archive applications when requested by the customer.
- s) Troubleshoot issues that arise in private and public websites and web applications hosted on Corporate Web and Portal servers. Determine if problem is related to the server, database, network, or end user settings. If problem is related to the server, work to resolve issue in a timely manner. If problem does not appear to be server related, work closely with appropriate vendor or team (Data Center, Boundary Support, Database Administrator, and Information Assurance Officer) to get issue resolved promptly.
- t) Perform configuration management of web server configurations and settings and document server configurations and maintain version control and store in government designated repository.
- u) Setup profiles for private websites in web statistics software, i.e. Angelfish, Google Analytics.
- v) Configure and interpret web statistics reports based on customer requirements.
- w) Follow Code Promotion processes for moving code from test / staging / production environments as requested by customer.
- x) Work with customers to resolve any issues that arise as a result of code promotions.
- y) Plan, design, develop, coordinate and document maintenance actions and changes to server configurations. Documents are to be stored in a government designated repository.
- z) Provide file and system security management, log analysis and statistical report generation.
- aa) Perform all production web server maintenance before or after core business hours, unless written government approval has been received. Contractor shall perform and schedule maintenance in coordination with the Government. Contractor shall provide up to date contact information for personnel providing extended and after hours support services.
- bb) Document all applicable configuration changes to the software environment(s) and coordinate with customer(s), Data Center Staff and Management.
- cc) Document all tasks and customer driven issues in HEAT. The contractor shall respond and resolve all issues in the appropriate timeframe based on priority.

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dd) Coordinate/facilitate meetings.

5.4.3 Database Administration

The contractor shall provide skilled resources to support Database Administration. Includes work as defined in Section 5.4 above.

5.4.3.1 Below is a representation of our current database services environment.

Number of Servers	OS	Number of instances	Software/DB version	Approximate Allocated Size	Add'l Info
Eight (8)	Solaris	Eighty-Nine (89)	Oracle 11.2.0.X / 12.1.0.X	26 TB	Dev/test/stage/prod
One (1)	Linux	Two (2)	Oracle 11.2.0.X	100GB	SIPRNET
Two (2)	Windows	Two (2)	Oracle 11.2.0.X	5TB	
Two (2)	Solaris	Five (5)	SYBASE 15.0.3	1 TB	
		Two (2)	SYBASE 15.0.2	500GB	
One (1)	Solaris	Three (3)	Informatica Power Center 9.5 / 9.6.1	N/A	
Two (2)	Solaris	Eight (8)	Oracle Fusion Middleware 11.X	N/A	
Nine (9)	Windows	Nine (9)	SQL 2008 R2 / SQL 2014	32 TB	SharePoint Active / Passive Cluster
Four (4)	Windows	Two (2)	SQL 2008 R2 / SQL 2014	9.3 TB	Active/Active Prod Cluster - CORP SQL Database environment
Eight (8)	Windows	Fourteen (14)	SQL 2008 R2 / SQL 2014	8.7 TB	Data Center SQL Instances
One (1)	Windows	Two (2)	SQL 2008 R2 / SQL 2014	500 GB	CORP SQL - (SIPRNET)
Two (2)	Windows	Two (2)	SQL 2008 R2 / SQL 2014		SSRS/SSIS
Three (3)	Windows	Four (4)	SQL 2008 R2 / SQL 2014	4.9 TB	eDMZ Restricted
One (1)	Windows	One (1)	SQL 2008 R2 / SQL 2014	1TB	eDMZ Unrestricted

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Two (2)	Windows	Four (4)	SQL 2008 R2 / SQL 2014	3.2 TB	eDMZ Shared

The contractor shall:

- a) Install new versions of the database management system (DBMS) software, application software and other software related to database administration such as database monitoring tools, database client software and database reporting tools.
 - b) Install, configure, tune, maintain, administer and upgrade databases and third party software tools.
 - c) Administer corporate Oracle web servers and associated software, i.e. Oracle Weblogic.
 - d) Recommend, plan, design, develop, coordinate and document maintenance actions and changes to database software server configurations. Documents are to be stored in a government designated repository.
 - e) Work closely with the system/web administrators to perform software installations and to configure hardware and software so that it functions optimally with DBMS. The contractor shall be responsible for collaborating with the system/web administrators to resolve any known and unforeseen issues that may arise as the result of the installations or configuration changes and work to resolve them in a timely manner.
 - f) Monitor and administer DBMS security. This includes administering and managing accounts, monitoring quotas, identifying and checking for security problems. Discrepancies identified in security compliance issues shall immediately be brought to the attention of the government point of contact.
 - g) Resolve vulnerabilities identified through system scans.
 - h) Be responsible for database backup and recovery and reporting database backup failure to the government team lead.
 - i) Develop, implement and test database contingency plans to ensure database recovery is in place. Provide input to contingency planning documents. Provide guidance to vendors and development teams in database design and offer technical support for system development efforts.
 - j) Perform installation and maintenance of database repositories used by third party software tools, (i.e. Informatica, Oracle APEX, Oracle WebLogic, Aqualogic, Business Objects, StarTeam, Fortify, LiveLink, SharePoint, Sybase, SQL).
 - k) Determine proper database file organization and database parameter settings.
 - l) Document database SOPs, i.e. startup, shutdown, backup, recovery, database creation, database configuration, etc.

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- m) Ensure all database backup software and procedures are in accordance with original equipment manufacturer's (OEM) standards.
- n) Perform database recovery testing for all new production databases or new database servers or as requested by the government. Recovery testing may include tablespace, table and archive log recovery.
- o) Plan database upgrades and migrations and provide upgrade/migration plans to the government team lead/Branch Head for approval.
- p) Be responsible for database security procedures including compliance with applicable database STIGs.
- q) Provide database performance monitoring and tuning to ensure effective and efficient access and performance. Proactive measures shall be implemented to ensure routine database issues are identified before customer impact, i.e. performance utilization, database disk management.
- r) Perform database capacity planning and growth analysis which includes calculating disk space requirements for database tables and indexes.
- s) Track production database usage and growth.
- t) Notify management regarding critical database situations as they occur such as database outages or security issues. Archive databases as requested by customer and/or government team lead.
- u) Work with vendors to resolve database errors and developer issues.
- v) Contact the database vendor for technical support when issues arise that cannot be resolved within a timely manner.
- w) Plan, design, develop, coordinate and document maintenance actions and changes to database configurations and store and maintain version control in a designated government repository.
- x) Provide professional email notification to database customers when databases are down or scheduled for maintenance at least 24 hours in advance for scheduled maintenance and within 30 minutes of unscheduled maintenance.
- y) Perform all production database maintenance before core business hours or after core extended hours unless written government approval has been received. Contractor shall perform and schedule maintenance in coordination with the Government. The contractor shall provide up to date contact information for personnel providing extended and after hours support services.
- z) Ensure that all tasks and customer driven issues are documented in HEAT and are responded to and resolved in the appropriate timeframe based on priority.

5.5 Desk Guides. The contractor must update/develop desk guides for each position within the task order functional / technical areas. The contractor must provide quarterly updates to desk guides outlining changing processes within the areas.

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5.6 Standard Operating Procedures (SOP). The contractor must update/develop SOPs for all service areas: Business Intelligence and Data Management, Document Management, Application Development/Maintenance, Software and Web Administration, and Database Administration. The SOP shall include, but not be limited to software installed and versions, system or software start-up/shut-down procedures, log file locations, vendor contact information if applicable, and automated jobs such as backup jobs or data load schedule.

CDRL A007 – Standard Operating Procedures

5.7 Status Reporting.

The contractor shall provide a monthly status report to summarize accomplishments during the reporting period and clearly demonstrates that the Performance Requirements Summary (PRS) objectives were satisfied for the reporting period. The report shall also include planned vs. actual task completion to include any milestones, anticipated activity (including anticipated CDRL deliveries) for the next reporting period, lessons learned, risks, outstanding issues and recommendations. (CDRL A008)

In addition, the contractor shall provide financial resource reporting by CLIN as follows. This information will be reported via the invoicing reporting procedures.

Cost Plus Fixed Fee (CPFF: The contractor shall provide information to include, but not limited to cost details (i.e., Employee Name, Labor Category, Rate, Current and Cumulative Hours & Costs etc.), financial status of cost CLINs (i.e., funding applied, expenses incurred during current reporting period, total expenses to date, amount remaining, etc.) and forecast of funds depletion by CLIN type based on known requirements.

Cost Reimbursable CLINs: The contractor shall provide information to include, but not limited to cost details (i.e., Traveler's Name(s), Dates of Travel, Destination, & Purpose for travel; Item/Name, Description, Unit Cost, Number of Units, & Extended Costs for ODC's/Material, etc.), financial status of cost CLINs (i.e., funding applied, expenses incurred during current reporting period, total expenses to date, amount remaining, etc.) and forecast of funds depletion by CLIN type based on known requirements.

The contractor shall provide trip reports as an addendum to the monthly status report. The contractor is to develop the format of the trip report for approval by the government. Contractor will be requested/encouraged to present informal briefs to peers on technology research symposiums, expos, special training attended to share and collaborate with other team members.

CDRL A008 - Monthly Status Report

PART 6

CONTRACT DELIVERABLE REQUIREMENTS LIST

6.1 Contract Deliverables. The following contract deliverables shall be provided under this task order. All deliverables must meet professional standards and meet the requirements set forth in contractual documentation. The contractor shall be responsible for delivering all end items specified unless otherwise directed by the COR / TPOC. Contractor format is acceptable for this effort as

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long as all required analysis is completed and provided to the Government.

CDRL	TITLE	FREQUENCY
A001	Personnel Security Report	Monthly
A002	Software Applications Life Cycle Documentation	As Required
A003	Core Extended and Critical Systems Extended Hours Contact List	Quarterly
A004	Test Plans	As Required
A005	Plan of Action and Milestone's (POA&M) / Project Plan	As Required
A006	Desk Guides	Quarterly
A007	Standard Operating Procedures	Quarterly
A008	Monthly Status Report	Monthly
A009	IT Source and Related Code	As Required
A010	[Reserved]	Monthly
A011	Exit Transition Plan	Sixty days prior to contract expiration

PART 7

TRANSITION PLAN

7.1 Transitioning Strategy

The overall strategy shall be built around maintaining the mission of the division with minimal impact, not only in terms of timeliness of process but also to ensure that critical data and knowledge transfer occurs, as the duties of the division have impact on command vulnerabilities.

7.2 Phase-Out

Upon termination or expiration of the contract, the contractor shall ensure an orderly transition of responsibilities, while minimizing impact to the operation. The contractor shall submit an Exit Transition Plan, to include the minimum elements listed below as well as any additional elements deemed necessary, in accordance with CDRL A011.

Work Turnover. The contractor shall provide a plan of action to effectively transfer tasked work that is in process at the expiration of the contract to the successful offeror.

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Quality Assurance. The contractor shall provide a plan of action to ensure continuation of quality review processes during the transition period to the successful offeror.

Risk Mitigation Strategies. The contractor shall provide a plan of action to mitigate contract performance risks (quality and schedule) encountered during the transition period .

Data/Information Transfer. The contractor shall provide a plan of action for the efficient inventory and transfer of program data to the successful offeror.

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PART 8

APPLICABLE DOCUMENTS

1. Web Sites, Web Enablement and Application / System Development, Modification, and Maintenance Support Services: All Information Technology systems, software, and website development, modification or support shall be performed in accordance with all applicable Federal, DoD, DON, and NAVAIR policy, guidance, standards, and strategies, and should be integrated within the NAVAIR Enterprise portal and collaboration environment whenever possible. Any Web sites/servers hosted/located in contractor facilities, or outside NAVAIR enclave, will transition to NAVAIR architecture and infrastructure in accordance with Legacy Shutdown guidance. Policies include, but are not limited to:

- a. Office of Management and Budget Management of Federal Information Resources, OMB CIRCULAR NO. A-130 Revised.
- b. OMB Policies for Federal Agency Public Websites, OMB M-05-04 <http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2005/m05-04.pdf>
- c. Section 508 Amendment to the Rehabilitation Act of 1973 <http://www.section508.gov/>
- d. Department of Defense Web Policies and Guidelines <http://www.defense.gov/webmasters>
- e. Navy Information Operations Command (NIOC) Norfolk Web Risk Assessment Team ebsite <http://www.public.navy.mil/fcc-c10f/nionorfolk/Pages/AboutWRA.aspx>
- f. DON Policy for Content of Publicly Accessible World Wide Web Sites SECNAVINST 5720.47B www.navy.mil/navydata/internet/secnav5720-47b.pdf
- g. NAVAIR CIO Website (NAVAIR specific policy and guidelines) To request this policy contact the NAVAIR CIO office – 7.2.2 Applications Integration team – Web Manager: Shane Malamphy at 301- 342-1825
- h. Defense Information Systems Agency (DISA) Hosting of All Navy Websites (NAVADMIN 061/08) <http://www.public.navy.mil/bupersnpc/reference/messages/Documents/NAVADMINS/NAV2008/NAV08061.txt>
- i. Consolidation of Navy Web Sites - Reduction of IM/IT Footprint NAVADMIN 145/07 <http://www.public.navy.mil/bupersnpc/reference/messages/Documents/NAVADMINS/NAV2007/NAV07145.txt>
- j. DON Web Presence Policy: The Registration, Compliance of, and Investment in, All Source IRM Office UPDATED: July 29, 2014 Page 5 Unclassified Web Sites and Uniform Resource Locators <http://www.doncio.navy.mil/ContentView.aspx?ID=577>
- k. Policy and Procedures for Web Risk Assessment (WRA) of Publicly Accessible Navy Sites (ALCOM 129/09) <http://www.public.navy.mil/fcc-c10f/niocnorfolk/Documents/NTD-08-09.txt>

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2. Regulatory Documents. A comprehensive list of Navy regulatory documents can be found at the DON Chief Information Officer (CIO) IT Policy and Guidance website, <http://www.doncio.navy.mil/>. Throughout the life of this task order, if any policy, instruction, or regulation is replaced or superseded, the replacement or superseding version shall apply. The contractor is responsible for researching and complying with any additional regulations applicable to the task areas in which they are involved.

3. All Cybersecurity shall be in compliance with the following listed instructions:

- a. ASD (NII) Directive-Type Memorandum (DTM) 08-027 – Security of Unclassified DoD Information on Non-DoD Information Systems, 31 July 2009
- b. Chairman of the Joint Chiefs of Staff Instruction CJCSI 3170.01H (series), Joint Capabilities Integration and Development System, 10 January 2012
- c. CJCSI 6211.02D Defense Information System Network (DISN): Policy and Responsibilities, 24 Jan 2012
- d. CJCSI 6212.01F Net Ready Key Performance Parameter (NR KPP), 21 March 2012
- e. CJCSI 6251.01D Narrowband Satellite Communications Requirements, 30 Nov 2012
- f. CJCSI 6510.01F, Information Assurance (IA) and Support to Computer Network Defense (CND), 09 Feb 2011, certified current 10 Oct 2013
- g. Chairman of the Joint Chiefs of Staff Manual CJCSM 6510.01B – Incident Handling Program 10 July 2012
- h. Chief of Naval Operations/Headquarters, United States Marine Corps CNO N614/HQMC C4 – Navy-Marine Corps Unclassified Trusted Network Protection (UTNProtect) Policy, Version 1.0, 31 October 2002
- i. Defense Acquisition Guidebook – Chapter 7, Acquiring Information Technology, Including National Security Systems, Section 7.5 Information Assurance (IA)
- j. DoD 5220.22-M, National Industrial Security Program Operating Manual, February 28, 2006 (NISPOM)
- k. DoD 8570.01-M, Information Assurance Workforce Improvement Program, 19 Dec 2005 (Incorporating Change 3, 24 Jan 2012)
- l. DoDD 8000.01 Management of the Department of Defense Information Enterprise, 10 February 2009
- m. DoDD 8100.02, Use of Commercial Wireless Devices, Services, and Technologies in the Department of Defense (DoD) Global Information Grid (GIG), 14 April 2004, Certified Current as of 23 April 2007
- n. DoDD 8570.01 Information Assurance Training, Certification, and Workforce Management, 15 August 2004, Certified Current as of 23 April 2007

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- o. DoDI 4630.8, Procedures for Interoperability and Supportability of Information Technology (IT) and National Security Systems (NSS), 30 June 2004
- p. DoDI 8500.1, Cybersecurity, 14 March 2014
- q. DoDI 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT), 12 March 2014
- r. DoDI 8520.02, Public Key Infrastructure (PKI) and Public Key (PK) Enabling, 24 May 2011
- s. DoDI 8551.1, Ports, Protocols, and Services Management (PPSM), 28 May 2014
- t. DoDI 8580.1, Information Assurance in the Defense Acquisition System, 9 July 2004
- u. DON CIO Memo 02-10, Department of the Navy Chief Information Officer Memorandum 02-10 Information Assurance Policy Update for Platform Information Technology, 26 April 2010
- v. DON letter 5239 NAVAIR 726/2322 of 18 Feb 09, NAVAIR Data at Rest Policy
- w. Federal Information Processing Standards Publications (FIPS PUB) <http://www.nist.gov/itl/fips.cfm>
- x. National Security Telecommunications and Information Systems Security Policy NSTISSP No. 11, Revised Fact Sheet National Information Assurance Acquisition Policy, July 2003.
- y. Office of the Chief of Naval Operations OPNAV INST 5239.1C, Navy Information Assurance (IA) Program, 20 Aug 08
- z. SECNAV M-5239.1, Department of the Navy Information Assurance Program; Information Assurance Manual, November 2005
- aa. SECNAVINST 5230.15, Information Management/Information Technology Policy for Fielding of Commercial Off the Shelf Software, 10 April 2009
- bb. SECNAVINST 5239.3B, Department of the Navy Information Assurance Policy, 17 June 2009
- cc. SECNAVINST 5239.19, Department of the Navy Computer Network Incident Response and Reporting Requirements, 18 March 2008
- dd. The National Security Act of 1947
- ee. Title 40/Clinger-Cohen Act
- ff. Title 44/ Federal Information Security Management Act

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SECTION D PACKAGING AND MARKING

Packaging and marking shall be in accordance with Section D of the Seaport-e multiple award Basic Contract.

Clauses specified in Section D of the Seaport-e basic contract apply to this task order, unless otherwise specified in the task order.

Item 7000 and Option Items 7100, 7200, 7300, 7400 and 7500 – Packaging and marking are not applicable to these items.

Item 7001 and Option Items 7101, 7201, 7301, 7401 and 7501 – The data to be furnished hereunder shall be packaged, packed and marked in accordance with Exhibit A, DD Form 1423, Contract Data Requirements List. Unless otherwise directed, all deliverables shall be delivered to the Contracting Officer's Representative (COR) for purposes of Seaport-e MAC Clause HQ D-2-0008, "Marking of Reports".

All Deliverables shall be packaged and marked IAW NAVAIR 5252.246-9514.

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SECTION E INSPECTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
7000	Destination	Government	Destination	Government
7001	Destination	Government	Destination	Government
7100	Destination	Government	Destination	Government
7101	Destination	Government	Destination	Government
7200	Destination	Government	Destination	Government
7201	Destination	Government	Destination	Government
7300	Destination	Government	Destination	Government
7301	Destination	Government	Destination	Government
7400	Destination	Government	Destination	Government
7401	Destination	Government	Destination	Government
7500	Destination	Government	Destination	Government
7501	Destination	Government	Destination	Government
9000	Destination	Government	Destination	Government
9100	Destination	Government	Destination	Government
9200	Destination	Government	Destination	Government
9300	Destination	Government	Destination	Government
9400	Destination	Government	Destination	Government
9500	Destination	Government	Destination	Government

5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled **(Attachment 8) Data Item Transmittal/Acceptance/Rejection Form**. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	2/1/2016 - 9/30/2016
7100	10/1/2016 - 9/30/2017
9000	2/1/2016 - 9/30/2016
9100	10/1/2016 - 9/30/2017

All clauses of Section F of the SeaPort-e basic contract apply to this task order unless otherwise specified in the task order, in addition the following:

Item 7000 and Option Items 7100, 7200, 7300, 7400 and 7500 – The contractor shall provide supplies and services in accordance with the Section F Delivery/Performance Schedule. Services are to be provided at government site or contractor site.

Item 9000 and Option Items 9100, 9200, 9300, 9400 and 9500 – The contractor shall provide supplies and services in accordance with the Section F Delivery/Performance Schedule.

Item 7001 and Option Items 7101, 7201, 7301, 7401 and 7501 – The data furnished hereunder shall be in accordance with Exhibit A and the Section F Delivery/Performance Schedule.

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR)(SEP 2013)

(a) The contract shall commence on 01 February 2016 and shall continue until 30 September 2016. However, the period of performance may be extended in accordance with the option provisions contained herein.

Option Period 1	01 October 2016 – 30 September 2017
Option Period 2	01 October 2017 – 30 September 2018
Option Period 3	01 October 2018 – 30 September 2019
Option Period 4	01 October 2019 – 30 September 2020
Option Period 5	01 October 2020 – 31 January 2021

(b) If DFAR Clause 252.216-7006, “Ordering”, is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

- (1) PCO, Code 2.5.1.8.
- (2) ACO, Code Delivery to ACO not required. Deliver technical data to codes listed in Block 6 of DD Form 1423.

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

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(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses:

Naval Air Warfare Center Aircraft Division
47096 Liljencrantz Road, Building 439
Patuxent River, MD 20670

Note: Electronic Submission may be authorized by the COR.

5252.247-9521 PLACE OF PERFORMANCE (NAVAIR) (OCT 2005)

The services to be performed herein shall be primarily performed at Patuxent River, MD, with a small percentage (approximately 5%) which may be located in Lakehurst, NJ and Indian Head, MD, or at the contractor site. However, the place of performance is not limited to the above locations due to the evolving, integrated and capability-focused enterprise requirements throughout NAVAIR.

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SECTION G CONTRACT ADMINISTRATION DATA

All clauses of Section G of the SeaPort-e basic contract apply to this task order unless otherwise specified in the task order, in addition the following:

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT)(NAVSEA)(MAY 1993)

(a) For purposes of this contract, “fee” means “target fee” in cost-plus-incentive fee type contracts, “base fee” in cost-plus-award-fee type contracts, “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 equal to 100% of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled “ALLOWABLE COST AND PAYMENT” (FAR 52.216-7), subject to the withholding terms and conditions of the “FIXED FEE” or “INCENTIVE FEE” clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

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

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

HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALTERNATE 1) (NAVSEA) (JAN 2008)

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below. If multiple paragraphs are checked, checked item applies to the contract line items, subline items identified.

(b) The following payment instructions apply to this contract:

(1) *Line item specific:* single funding. If there is only one source of funding for the contract line item (i.e., one ACRN), the payment office will make payment using the ACRN funding of the line item being billed.

(2) *Line item specific:* sequential ACRN order. If there is more than one ACRN within a contract line item, the payment office will make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(3) *Line item specific:* contracting officer specified ACRN order. If there is more than one ACRN within a contract line item, the payment office will make payment within the line item in the sequence ACRN order specified by the contracting officer, exhausting all funds in the previous ACRN before paying from the next ACRN.

(4) *Line item specific:* by fiscal year. If there is more than one ACRN within a contract line item, the payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before

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disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal Page 3 of 11 year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(5) *Line item specific*: by cancellation date. If there is more than one ACRN within a contract line item, the payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(6) *Line item specific*: proration. If there is more than one ACRN within a contract line item, the payment office will make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

(7) *Contract-wide*: sequential ACRN order. The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

(8) *Contract-wide*: contracting officer specified ACRN order. The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified by the contracting officer.

(9) *Contract-wide*: by fiscal year. The payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(10) *Contract-wide*: by cancellation date. The payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(11) *Contract-wide*: proration. The payment office will make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently unliquidated for each ACRN.

(12) *Other*. If none of the standard payment instructions identified above is appropriate, the contracting officer may insert other payment instructions, provided the Page 4 of 11 other payment instructions--

- (i) Provide a significantly better reflection of how funds will be expended in support of contract performance; and
- (ii) Are agreed to by the payment office and the contract administration office.

(End of Text)

252.232-7006 Wide Area WorkFlow Payment Instructions. (MAY 2013)

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

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

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

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“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): Invoice 2-in-1 (Services Only)

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	*Block 15 of TO cover
Issue By DoDAAC	*Block 6 of TO cover
Admin DoDAAC	*Block 7 of TO cover
Inspect By DoDAAC	N00421
Ship To Code	See Section F
Ship From Code	1SMG1
Mark For Code	N00421
Service Approver (DoDAAC)	N00421
Service Acceptor (DoDAAC)	N00421
Accept at Other DoDAAC	See Section E
LPO DoDAAC	N/A

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DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	N/A

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

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

judy.shetler@navy.mil

melissa.harclerode@navy.mil

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact: Margaret Morgan at (202-781-4815 or Margaret.morgan@navy.mil)

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

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(SEP 2012) - ALT I (SEP 2012)(NAVAIR)

(a) The Contracting Officer has designated the following as an authorized Contracting Officer's Representatives (COR):

COR: Judy Shetler 7.2.1, judy.shetler@navy.mil, 301-757-9508 to perform the following functions, duties, and/or responsibilities: See Attachment 2.

(b) The Contracting Officer has designated the following as an authorized Alternate Contracting Officer's Representatives (ACOR):

ACOR: Melissa Harclerode 7.2.1, Melissa.harclerode@navy.mil, 301-342-9832 to perform the functions, duties, and/or responsibilities outlined below in the absence of the COR.

(c) The effective period of the COR designation is the period of performance of this contract.

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

CLIN	COST CEILING	FEE CEILING	PERIOD OF PERFORMANCE	FUNDED COST	FUNDED FEE	EST PoP FOR FUNDING
7000	\$9,632,490.46	\$██████████	2/1/16 - 9/30/16	██████████	██████████	2/1/16 - 9/30/16
9000	\$10,532.98	\$0.00	2/1/16 - 9/30/16	██████████	██████████	2/1/16 - 8/29/16

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7100	\$14,416,164.98		10/1/16 - 9/30/17		10/1/16-9/30/17
9100	\$15,794.01		10/1/16 - 9/30/17		10/1/16-9/30/17
7200	\$15,096,551.15		10/1/17 - 9/30/18		
9200	\$15,794.01		10/1/17 - 9/30/18		
7300	\$15,315,653.80		10/1/18 - 9/30/19		
9300	\$15,794.01		10/1/18 - 9/30/19		
7400	\$15,670,765.06		10/1/19 - 9/30/20		
9400	\$15,794.01		10/1/19 - 9/30/20		
7500	\$5,299,504.18		10/1/20 - 1/31/21		
9500	\$5,266.49		10/1/20 - 1/31/21		

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

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

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

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (MAR 2006)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

5252.232-9528 REIMBURSEMENT OF COSTS ASSOCIATED WITH OPNAV SERVICES (NAVAIR)(JUN 2012)

This procurement does not contain the requirement to support the Office of the Chief of Naval Operations (OPNAV). No such requirement is included in the Statement of Work nor shall be contained in any flow down requirements to subcontractors. Since OPNAV service support is not a requirement of the statement of work, the Contracting Officer's Representative (COR) is prohibited from endorsing any such costs/charges. The Government will not pay for such costs as they are outside the scope of this contract.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)

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(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained	Retained for Performance By:
FAR 42.302(a)(3)	PCO
FAR 42.302(a)(16)	COR
FAR 42.302(a)(38)	COR
FAR 42.302(a)(39)	COR
FAR 42.302(a)(51)	PCO
FAR 42.302(a)(58)	COR

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

Additional Functions	Retained for Performance By:
FAR 42.302(b)(1)	ACO
FAR 42.302(b)(4)	ACO
FAR 42.302(b)(6)	ACO

(c) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil/index.html>.

11RA HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995) (Applicable at Task Order Level)

(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.

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Accounting Data

SLINID	PR Number	Amount
700001	1300431117-0001	[REDACTED]
LLA :		
AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003186789		
Standard Number: CIN 130043111700002		
FY16 7.2.2 CSS AIBI Funding		
900001	1300431117-0001	[REDACTED]
LLA :		
AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003186789		
Standard Number: CIN 130043111700002		
FY16 7.2.2 CSS AIBI Funding		
BASE Funding [REDACTED]		
Cumulative Funding [REDACTED]		
MOD 01 Funding 0.00		
Cumulative Funding [REDACTED]		
MOD 02		
700002	1300431117-0002	[REDACTED]
LLA :		
AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003186789		
CIN 130043111700003		
900002	1300431117-0002	[REDACTED]
LLA :		
AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003186789		
CIN 130043111700004		
MOD 02 Funding [REDACTED]		
Cumulative Funding [REDACTED]		
MOD 03 Funding 0.00		
Cumulative Funding [REDACTED]		
MOD 04		
700003	1300431117-0003	[REDACTED]
LLA :		
AB 97X4930 NH2A 310 77777 0 050120 2F 000000 A10003186789		
CIN 130043111700005		
MOD 04 Funding [REDACTED]		
Cumulative Funding [REDACTED]		
MOD 05		
700004	1300431117-0003	[REDACTED]
LLA :		
AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003186789		
CIN 130043111700006		
MOD 05 Funding [REDACTED]		
Cumulative Funding [REDACTED]		
MOD 06 Funding 0.00		
Cumulative Funding [REDACTED]		
MOD 07		
710001	1300601142	[REDACTED]

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LLA :
AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003644445
CIN 130060114200001

910001 1300601142

LLA :
AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003644445
CIN 130060114200002

MOD 07 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

All clauses of Section H of the SeaPort-e basic contract apply to this task order unless otherwise specified in the task order, in addition the following:

NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern 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, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT)(NAVAIR) (SEP 2012)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common

Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. The form and instructions for processing the SAAR-N form are available at: NAVAIR Contractor Forms.

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPOC for contractor employees requiring IT access shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the designated SAAR-N Government Sponsor or TPOC documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(MAR 2007)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause. (1) The restrictions set forth in paragraph

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(e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment 4. The task order will specify to which suppliers and/or equipment subparagraph (f) restrictions apply. (2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

- (1) "System" includes system, major component, subassembly or subsystem, project, or item.
- (2) "Nondevelopmental items" as defined in FAR 2.101.
- (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.
- (6) "Consultant services" as defined in FAR 31.205-33(a).
- (7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.
- (8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.
- (9) "Interest" means organizational or financial interest.
- (10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 3 years after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 3 years after the terms of this contract. (FAR 9.505-2(b)(1))

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[X] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

[X] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505)

[X] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 3 years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[X] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation. (g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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5252.211-9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
 - (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
 - (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
 - (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
 - (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.
- (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.
- (c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

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5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)

- (a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.
- (b) For violation of export laws, the contractor, its employees, officials or agents are subject to:
- (1) Imprisonment and/or imposition of criminal fines; and
 - (2) Suspension or debarment from future Government contracting actions.
- (c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.
- (d) The contractor shall include the provisions (d) paragraphs (a) through (c) above in any subcontracts awarded under this contract.

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5252.227-9512 TRADEMARK MANUFACTURE/USE LICENSE AGREEMENT (NAVAIR) (MAR 2007)

(a) The Naval Air Systems Command (NAVAIR) is the owner of all right, title, and interest within the United States of America in and to the trademark set forth below.

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(b) NAVAIR hereby grants a nonexclusive and nontransferable license to make, manufacture or produce the trademark in connection with all activities relating to the manufacture, production, distribution and packaging of the products and services identified under this contract. The contractor shall insure the designation "TM" in superscript format is placed adjacent to the trademark in connection with each use or display thereof.

(c) The contractor shall adhere to the technical specifications of the trademark as shown in the NAVAIR style guide which can be found at: <https://mynavair.navair.navy.mil/>.

(d) The contractor shall not use the trademark in any inappropriate or offensive manner or in any manner that could disparage the United States military services. Additionally, the trademark may not be placed in an area that would be construed as offensive.

(e) Items to be delivered under this contract that bear the trademark shall be of the quality specified in the contract. The quality of any other item bearing the trademark shall adhere to the standards of quality for such items.

(f) Exercise of any of the rights granted under this clause shall not entitle the contractor to: a) any modification(s) to the terms and conditions, including price, of this contract; b) any claim(s) against the government; and/or c) any request(s) for equitable adjustment. If the contractor believes it is entitled to any such or similar relief, the contractor shall, prior to exercise of any of the rights granted under this clause, provide written notification to the contracting officer detailing the relief requested and identifying the basis for such relief with supporting rationale. The contractor shall not thereafter exercise any of the rights granted under this clause until the contracting officer provides a response to the contractor's written notification.

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5252.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR)(OCT 2013)

(a) General. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances.

(b) Travel Approval Process. Prior approval is required for all travel under this contract. Travel shall be reviewed and approved/disapproved as follows:

(1) The Contractor shall provide the Contracting Officer's Representative (COR) a written request for authorization to travel at least 30 days in advance of the required travel date, when possible. The request should

include: purpose of travel, location, travel dates, number of individuals traveling, and all estimated costs associated with the travel (e.g., lodging, meals, transportation costs, incidental expenses, etc.).

(2) The COR will review the travel request and provide, in writing, an approval or disapproval of the travel request to the Contractor and the Procuring Contracting Officer.

(c) Travel Policy.

(1) Travel arrangements shall be planned in accordance with the Federal Travel regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR) and the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense (hereinafter the JTR).

(2) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR Subpart 31.2.

(3) For purposes of reimbursement of travel expenses, the Contractor's official station is defined as within 50 miles of the Contractor's regular work site. (If Contractor has more than one regular work site, the official station is defined as within 50 miles of each of its regular work sites.)

(4) The Contractor's documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as set forth in FAR Subpart 31.2, the FTR, and the JTR.

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(5) Car Rental for a team on temporary duty (TDY) at one site will be allowed provided that only one car is rented for every four (4) members of the TDY team. In the event that less than four (4) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required.

(6) Whenever work assignments require TDY aboard a Government ship, the Contractor will be reimbursed at the per diem identified in the JTR.

5252.242-9502 Technical Direction: Per NAVAIR/NAWCAD policy, NAVAIR Clause 5252.242-9502 is required in all service contracts/task orders. However, the requiring activity does not currently plan to use Technical Direction Letters (TDLs) in the execution of this task order. If the requiring activity later decides to use TDLs, a TDL Administration Plan will be completed and approved and language will be added to the SOW at that time in accordance with NAVAIR Contracts Competency Instruction 4200.60.

5252.242-9515 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL (NAVAIR) (JUL 1998)

(a) The term "material" includes supplies, materials, parts, equipment, hardware and Information Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the Contracting Officer's Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

(b) Prior written approval of the COR shall be required for all purchases of materials. If the contractor's proposal submitted for a task order includes a list of materials with associated prices, then the COR's acceptance of the contractor's proposal shall constitute written approval of those purchases.

(c) The costs of general purpose business expenses required for the conduct of the contractor's normal business operations will not be considered an allowable direct cost in the performance of this contract. General purpose business expenses include, but are not limited to, the cost for items such as telephones and telephone charges, reproduction machines, word processing equipment, personal computers and other office equipment and office supplies.

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5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) 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 a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Janiece Shall, Procuring Contracting Officer, janiece.shall@navy.mil 301-757-3686
<!--[endif]-->

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (MAY 2012)

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(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements) :

(1) Government property currently accountable and managed under the following contracts: NONE

(2) Government furnished property to be provided under this contract: See Attachment 5

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract: NONE

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items. Paragraph (b) does not apply to purchases under the NMCI/CoSC contract: NONE

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1- M, Chapter 11, which is available at <http://www.dtic.mil/whs/directives> under publications. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

11RA HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

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

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

(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 Task Order Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this

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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.

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)(OCT 2005)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that during the first six (6) months of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

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(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

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SECTION I CONTRACT CLAUSES

ALL CLAUSES OF SECTION I OF THE SEAPORT-E BASIC CONTRACT APPLY TO THIS TASK ORDER UNLESS OTHERWISE SPECIFIED IN THE TASK ORDER, IN ADDITION THE FOLLOWING:

52.204-9 - PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

(A) THE CONTRACTOR SHALL COMPLY WITH AGENCY PERSONAL IDENTITY VERIFICATION PROCEDURES IDENTIFIED IN THE CONTRACT THAT IMPLEMENT HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12), OFFICE OF MANAGEMENT AND BUDGET (OMB) GUIDANCE M-05-24, AND FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATION (FIPS PUB) NUMBER 201.

(B) THE CONTRACTOR SHALL INSERT THIS CLAUSE IN ALL SUBCONTRACTS WHEN THE SUBCONTRACTOR IS REQUIRED TO HAVE ROUTINE PHYSICAL ACCESS TO A FEDERALLY-CONTROLLED FACILITY AND/OR ROUTINE ACCESS TO A FEDERALLY-CONTROLLED INFORMATION SYSTEM.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

THE GOVERNMENT MAY REQUIRE CONTINUED PERFORMANCE OF ANY SERVICES WITHIN THE LIMITS AND AT THE RATES SPECIFIED IN THE CONTRACT. THESE RATES MAY BE ADJUSTED ONLY AS A RESULT OF REVISIONS TO PREVAILING LABOR RATES PROVIDED BY THE SECRETARY OF LABOR. THE OPTION PROVISION MAY BE EXERCISED MORE THAN ONCE, BUT THE TOTAL EXTENSION OF PERFORMANCE HEREUNDER SHALL NOT EXCEED 6 MONTHS. THE CONTRACTING OFFICER MAY EXERCISE THE OPTION BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN 15 DAYS PRIOR TO THE OPTION START DATE.

09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(A) THE GOVERNMENT MAY EXTEND THE TERM OF THIS CONTRACT BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN 30 DAYS PRIOR TO COMPLETION OF THE BASE PERIOD; PROVIDED THAT THE GOVERNMENT GIVES THE CONTRACTOR A PRELIMINARY WRITTEN NOTICE OF ITS INTENT TO EXTEND AT LEAST 60 DAYS BEFORE THE CONTRACT EXPIRES. THE PRELIMINARY NOTICE DOES NOT COMMIT THE GOVERNMENT TO AN EXTENSION.

(B) IF THE GOVERNMENT EXERCISES THIS OPTION, THE EXTENDED CONTRACT SHALL BE CONSIDERED TO INCLUDE THIS OPTION CLAUSE.

(C) THE TOTAL DURATION OF THIS CONTRACT, INCLUDING THE EXERCISE OF ANY OPTIONS UNDER THIS CLAUSE, SHALL NOT EXCEED FIVE YEARS.

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).*

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(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 \$25,000, A SMALL BUSINESS CONCERN MAY FURNISH THE PRODUCT OF ANY DOMESTIC FIRM. THIS PARAGRAPH DOES NOT APPLY TO CONSTRUCTION OR SERVICE CONTRACTS.

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

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$120,125.43 or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

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

52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

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252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2012)

(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 UNDER A CONTRACT, THE PRIMARY PURPOSE OF WHICH IS TO FURNISH INDEPENDENT AND IMPARTIAL ADVICE OR TECHNICAL ASSISTANCE DIRECTLY TO THE GOVERNMENT IN SUPPORT OF THE GOVERNMENT'S MANAGEMENT AND OVERSIGHT OF A PROGRAM OR EFFORT (RATHER THAN TO DIRECTLY FURNISH AN END ITEM OR SERVICE TO ACCOMPLISH A PROGRAM OR EFFORT), PROVIDED THAT THE CONTRACTOR—

(I) IS NOT AFFILIATED WITH THE PRIME CONTRACTOR OR A FIRST-TIER SUBCONTRACTOR ON THE PROGRAM OR EFFORT, OR WITH ANY DIRECT COMPETITOR OF SUCH PRIME CONTRACTOR OR ANY SUCH FIRST-TIER SUBCONTRACTOR IN FURNISHING END ITEMS OR SERVICES OF THE TYPE DEVELOPED OR PRODUCED ON THE PROGRAM OR EFFORT; AND

(II) RECEIVES ACCESS TO TECHNICAL DATA OR COMPUTER SOFTWARE FOR PERFORMANCE OF A GOVERNMENT CONTRACT THAT CONTAINS THE CLAUSE AT 252.227-7025, LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS.

(6) "DETAILED MANUFACTURING OR PROCESS DATA" MEANS TECHNICAL DATA THAT DESCRIBE THE STEPS, SEQUENCES, AND CONDITIONS OF MANUFACTURING, PROCESSING OR ASSEMBLY USED BY THE MANUFACTURER TO PRODUCE AN ITEM OR COMPONENT OR TO PERFORM A PROCESS.

(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

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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

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(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 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, FOR USE, MODIFICATION, REPRODUCTION, PERFORMANCE, DISPLAY, OR RELEASE OR DISCLOSURE TO AUTHORIZED PERSON(S) IN PERFORMANCE OF A GOVERNMENT CONTRACT; 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):

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(1) UNLIMITED RIGHTS. THE GOVERNMENT SHALL HAVE UNLIMITED RIGHTS IN TECHNICAL DATA THAT ARE--

(I) DATA PERTAINING TO AN ITEM, COMPONENT, OR PROCESS WHICH HAS BEEN OR WILL BE DEVELOPED EXCLUSIVELY WITH GOVERNMENT FUNDS;

(II) STUDIES, ANALYSES, TEST DATA, OR SIMILAR DATA PRODUCED FOR THIS CONTRACT, WHEN THE STUDY, ANALYSIS, TEST, OR SIMILAR WORK WAS SPECIFIED AS AN ELEMENT OF PERFORMANCE;

(III) CREATED EXCLUSIVELY WITH GOVERNMENT FUNDS IN THE PERFORMANCE OF A CONTRACT THAT DOES NOT REQUIRE THE DEVELOPMENT, MANUFACTURE, CONSTRUCTION, OR PRODUCTION OF ITEMS, COMPONENTS, OR PROCESSES; (IV) FORM, FIT, AND FUNCTION DATA;

(V) NECESSARY FOR INSTALLATION, OPERATION, MAINTENANCE, OR TRAINING PURPOSES (OTHER THAN DETAILED MANUFACTURING OR PROCESS DATA);

(VI) CORRECTIONS OR CHANGES TO TECHNICAL DATA FURNISHED TO THE CONTRACTOR BY THE GOVERNMENT;

(VII) OTHERWISE PUBLICLY AVAILABLE OR HAVE BEEN RELEASED OR DISCLOSED BY THE CONTRACTOR OR SUBCONTRACTOR WITHOUT RESTRICTIONS ON FURTHER USE, RELEASE OR DISCLOSURE, OTHER THAN A RELEASE OR DISCLOSURE RESULTING FROM THE SALE, TRANSFER, OR OTHER ASSIGNMENT OF INTEREST IN THE TECHNICAL DATA TO ANOTHER PARTY OR THE SALE OR TRANSFER OF SOME OR ALL OF A BUSINESS ENTITY OR ITS ASSETS TO ANOTHER PARTY;

(VIII) DATA IN WHICH THE GOVERNMENT HAS OBTAINED UNLIMITED RIGHTS UNDER ANOTHER GOVERNMENT CONTRACT OR AS A RESULT OF NEGOTIATIONS; OR

(IX) DATA FURNISHED TO THE GOVERNMENT, UNDER THIS OR ANY OTHER GOVERNMENT CONTRACT OR SUBCONTRACT THERE UNDER, 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

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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

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WITH THE CONTRACTING OFFICER TO DETERMINE WHETHER THERE ARE ACCEPTABLE TERMS FOR TRANSFERRING SUCH RIGHTS. ALL TECHNICAL DATA IN WHICH THE CONTRACTOR HAS GRANTED THE GOVERNMENT ADDITIONAL RIGHTS SHALL BE LISTED OR DESCRIBED IN A LICENSE AGREEMENT MADE PART OF THE CONTRACT. THE LICENSE SHALL ENUMERATE THE ADDITIONAL RIGHTS GRANTED THE GOVERNMENT IN SUCH DATA. *

(IV) THE CONTRACTOR ACKNOWLEDGES THAT--

(A) LIMITED RIGHTS DATA IS 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;

(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, AND SHALL NOT INCLUDE ANY ADDITIONAL TERMS AND CONDITIONS UNLESS MUTUALLY AGREED TO BY THE PARTIES TO THE NON-DISCLOSURE AGREEMENT; AND (E) THE CONTRACTOR SHALL PROVIDE A COPY OF ANY SUCH NON-DISCLOSURE AGREEMENT OR WAIVER TO THE CONTRACTING OFFICER, UPON REQUEST.

(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

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MADE IN ACCORDANCE WITH PARAGRAPH (A)(14) OR (B)(2)(III) OF THIS CLAUSE, IN ACCORDANCE WITH THE TERMS OF A LICENSE NEGOTIATED UNDER PARAGRAPH (B)(4) OF THIS CLAUSE, OR BY OTHERS TO WHOM THE RECIPIENT HAS RELEASED OR DISCLOSED THE DATA AND TO SEEK RELIEF SOLELY FROM THE PARTY WHO HAS IMPROPERLY USED, MODIFIED, REPRODUCED, RELEASED, PERFORMED, DISPLAYED, OR DISCLOSED CONTRACTOR DATA MARKED WITH RESTRICTIVE LEGENDS.

(C) *CONTRACTOR RIGHTS IN TECHNICAL DATA.* ALL RIGHTS NOT GRANTED TO THE GOVERNMENT ARE RETAINED BY THE CONTRACTOR.

(D) *THIRD PARTY COPYRIGHTED DATA.* THE CONTRACTOR SHALL NOT, WITHOUT THE WRITTEN APPROVAL OF THE CONTRACTING OFFICER, INCORPORATE ANY COPYRIGHTED DATA IN THE TECHNICAL DATA TO BE DELIVERED UNDER THIS CONTRACT UNLESS THE CONTRACTOR IS THE COPYRIGHT OWNER OR HAS OBTAINED FOR THE GOVERNMENT THE LICENSE RIGHTS NECESSARY TO PERFECT A LICENSE OR LICENSES IN THE DELIVERABLE DATA OF THE APPROPRIATE SCOPE SET FORTH IN PARAGRAPH (B) OF THIS CLAUSE, AND HAS AFFIXED A STATEMENT OF THE LICENSE OR LICENSES OBTAINED ON BEHALF OF THE GOVERNMENT AND OTHER PERSONS TO THE DATA TRANSMITTAL DOCUMENT.

(E) *IDENTIFICATION AND DELIVERY OF DATA TO BE FURNISHED WITH RESTRICTIONS ON USE, RELEASE, OR DISCLOSURE.*

(1) THIS PARAGRAPH DOES NOT APPLY TO RESTRICTIONS BASED SOLELY ON COPYRIGHT.

(2) EXCEPT AS PROVIDED IN PARAGRAPH (E)(3) OF THIS CLAUSE, TECHNICAL DATA THAT THE CONTRACTOR ASSERTS SHOULD BE FURNISHED TO THE GOVERNMENT WITH RESTRICTIONS ON USE, RELEASE, OR DISCLOSURE ARE IDENTIFIED IN AN ATTACHMENT TO THIS CONTRACT (THE ATTACHMENT). THE CONTRACTOR SHALL NOT DELIVER ANY DATA WITH RESTRICTIVE MARKINGS UNLESS THE DATA ARE LISTED ON THE ATTACHMENT.

(3) IN ADDITION TO THE ASSERTIONS MADE IN THE ATTACHMENT, OTHER ASSERTIONS MAY BE IDENTIFIED AFTER AWARD WHEN BASED ON NEW INFORMATION OR INADVERTENT OMISSIONS UNLESS THE INADVERTENT OMISSIONS WOULD HAVE MATERIALLY AFFECTED THE SOURCE SELECTION DECISION. SUCH IDENTIFICATION AND ASSERTION SHALL BE SUBMITTED TO THE CONTRACTING OFFICER AS SOON AS PRACTICABLE PRIOR TO THE SCHEDULED DATE FOR DELIVERY OF THE DATA, IN THE FOLLOWING FORMAT, AND SIGNED BY AN OFFICIAL AUTHORIZED TO CONTRACTUALLY OBLIGATE THE CONTRACTOR:

- IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON THE GOVERNMENT'S USE, RELEASE, OR DISCLOSURE OF TECHNICAL DATA.

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)

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(1) (2) (3) (4) -----

(1) 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.

(2) 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.

(3) ENTER ASSERTED RIGHTS CATEGORY (E.G., GOVERNMENT PURPOSE LICENSE RIGHTS FROM A PRIOR CONTRACT, RIGHTS IN SBIR DATA GENERATED UNDER ANOTHER CONTRACT, LIMITED OR GOVERNMENT PURPOSE RIGHTS UNDER THIS OR A PRIOR CONTRACT, OR SPECIFICALLY NEGOTIATED LICENSES).

(4) CORPORATION, INDIVIDUAL, OR OTHER PERSON, AS APPROPRIATE.

DATE _____
 PRINTED NAME AND TITLE _____
 SIGNATURE _____

(END OF IDENTIFICATION AND ASSERTION)

(4) WHEN REQUESTED BY THE CONTRACTING OFFICER, THE CONTRACTOR SHALL PROVIDE SUFFICIENT INFORMATION TO ENABLE THE CONTRACTING OFFICER TO EVALUATE THE CONTRACTOR'S ASSERTIONS. THE CONTRACTING OFFICER RESERVES THE RIGHT TO ADD THE CONTRACTOR'S ASSERTIONS TO THE ATTACHMENT AND VALIDATE ANY LISTED ASSERTION, AT A LATER DATE, IN ACCORDANCE WITH THE PROCEDURES OF THE VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA CLAUSE OF THIS CONTRACT.

(F) *MARKING REQUIREMENTS.* THE CONTRACTOR, AND ITS SUBCONTRACTORS OR SUPPLIERS, MAY ONLY ASSERT RESTRICTIONS ON THE GOVERNMENT'S RIGHTS TO USE, MODIFY, REPRODUCE, RELEASE, PERFORM, DISPLAY, OR DISCLOSE TECHNICAL DATA TO BE DELIVERED UNDER THIS CONTRACT BY MARKING THE DELIVERABLE DATA SUBJECT TO RESTRICTION. EXCEPT AS PROVIDED IN PARAGRAPH (F)(5) OF THIS CLAUSE, ONLY THE FOLLOWING LEGENDS ARE AUTHORIZED UNDER THIS CONTRACT: THE GOVERNMENT PURPOSE RIGHTS LEGEND AT PARAGRAPH (F)(2) OF THIS CLAUSE; THE LIMITED RIGHTS LEGEND AT PARAGRAPH (F)(3) OF THIS CLAUSE; OR THE SPECIAL LICENSE RIGHTS LEGEND AT PARAGRAPH (F)(4) OF THIS CLAUSE; AND/OR A NOTICE OF COPYRIGHT AS PRESCRIBED UNDER 17 U.S.C. 401 OR 402.

(1) GENERAL MARKING INSTRUCTIONS. THE CONTRACTOR, OR ITS SUBCONTRACTORS OR SUPPLIERS, SHALL CONSPICUOUSLY AND LEGIBLY MARK THE APPROPRIATE LEGEND ON ALL TECHNICAL DATA THAT QUALIFY FOR SUCH MARKINGS. THE AUTHORIZED LEGENDS SHALL BE PLACED ON THE TRANSMITTAL DOCUMENT OR STORAGE CONTAINER AND, FOR PRINTED MATERIAL, EACH PAGE OF THE PRINTED MATERIAL CONTAINING TECHNICAL DATA FOR WHICH RESTRICTIONS ARE ASSERTED. WHEN ONLY PORTIONS OF A PAGE OF PRINTED MATERIAL ARE SUBJECT TO THE ASSERTED RESTRICTIONS, SUCH PORTIONS SHALL BE IDENTIFIED BY CIRCLING, UNDERSCORING, WITH A NOTE, OR OTHER APPROPRIATE IDENTIFIER. TECHNICAL DATA TRANSMITTED DIRECTLY FROM ONE COMPUTER OR COMPUTER TERMINAL TO ANOTHER SHALL CONTAIN A NOTICE OF ASSERTED RESTRICTIONS. REPRODUCTIONS OF TECHNICAL DATA OR ANY PORTIONS THEREOF SUBJECT TO ASSERTED RESTRICTIONS SHALL ALSO REPRODUCE THE ASSERTED

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RESTRICTIONS.

(2) GOVERNMENT PURPOSE RIGHTS MARKINGS. DATA DELIVERED OR OTHERWISE FURNISHED TO THE 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)

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(II) FOR PURPOSES OF THIS CLAUSE, SPECIAL LICENSES DO NOT INCLUDE GOVERNMENT PURPOSE LICENSE RIGHTS ACQUIRED UNDER A PRIOR CONTRACT (SEE PARAGRAPH (B)(5) OF THIS CLAUSE).

(5) PRE-EXISTING DATA MARKINGS. IF THE TERMS OF A PRIOR CONTRACT OR LICENSE PERMITTED THE CONTRACTOR TO RESTRICT THE GOVERNMENT'S RIGHTS TO USE, MODIFY, REPRODUCE, RELEASE, PERFORM, DISPLAY, OR DISCLOSE TECHNICAL DATA DELIVERABLE UNDER THIS CONTRACT, AND THOSE RESTRICTIONS ARE STILL APPLICABLE, THE CONTRACTOR MAY MARK SUCH DATA WITH THE APPROPRIATE RESTRICTIVE LEGEND FOR WHICH THE DATA QUALIFIED UNDER THE PRIOR CONTRACT OR LICENSE. THE MARKING PROCEDURES IN PARAGRAPH (F)(1) OF THIS CLAUSE SHALL BE FOLLOWED.

(G) *CONTRACTOR PROCEDURES AND RECORDS*. THROUGHOUT PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AND ITS SUBCONTRACTORS OR SUPPLIERS THAT WILL DELIVER TECHNICAL DATA WITH OTHER THAN UNLIMITED RIGHTS, SHALL--

(1) HAVE, MAINTAIN, AND FOLLOW WRITTEN PROCEDURES SUFFICIENT TO ASSURE THAT RESTRICTIVE MARKINGS ARE USED ONLY WHEN AUTHORIZED BY THE TERMS OF THIS CLAUSE; AND

(2) MAINTAIN RECORDS SUFFICIENT TO JUSTIFY THE VALIDITY OF ANY RESTRICTIVE MARKINGS ON TECHNICAL DATA DELIVERED UNDER THIS CONTRACT.

(H) *REMOVAL OF UNJUSTIFIED AND NONCONFORMING MARKINGS*.

(1) UNJUSTIFIED TECHNICAL DATA MARKINGS. THE RIGHTS AND OBLIGATIONS OF THE PARTIES REGARDING THE VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA FURNISHED OR TO BE FURNISHED UNDER THIS CONTRACT ARE CONTAINED IN THE VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA CLAUSE OF THIS CONTRACT. NOTWITHSTANDING ANY PROVISION OF THIS CONTRACT CONCERNING INSPECTION AND ACCEPTANCE, THE GOVERNMENT MAY IGNORE OR, AT THE CONTRACTOR'S EXPENSE, CORRECT OR STRIKE A MARKING IF, IN ACCORDANCE WITH THE PROCEDURES IN THE VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA CLAUSE OF THIS CONTRACT, A RESTRICTIVE MARKING IS DETERMINED TO BE UNJUSTIFIED.

(2) NONCONFORMING TECHNICAL DATA MARKINGS. A NONCONFORMING MARKING IS A MARKING PLACED ON TECHNICAL DATA DELIVERED OR OTHERWISE FURNISHED TO THE GOVERNMENT UNDER THIS CONTRACT THAT IS NOT IN THE FORMAT AUTHORIZED BY THIS CONTRACT. CORRECTION OF NONCONFORMING MARKINGS IS NOT SUBJECT TO THE VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA CLAUSE OF THIS CONTRACT. IF THE CONTRACTING OFFICER NOTIFIES THE CONTRACTOR OF A NONCONFORMING MARKING AND THE CONTRACTOR FAILS TO REMOVE OR CORRECT SUCH MARKING WITHIN SIXTY (60) DAYS, THE 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

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(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, AND REQUIRE ITS SUBCONTRACTORS OR SUPPLIERS TO DO SO, WITHOUT ALTERATION, EXCEPT TO IDENTIFY THE PARTIES. THIS CLAUSE WILL GOVERN THE TECHNICAL DATA PERTAINING TO NONCOMMERCIAL ITEMS OR TO ANY PORTION OF A COMMERCIAL ITEM THAT WAS DEVELOPED IN ANY PART AT GOVERNMENT EXPENSE, AND THE CLAUSE AT 252.227-7015 WILL GOVERN THE TECHNICAL DATA PERTAINING TO ANY PORTION OF A COMMERCIAL ITEM THAT WAS DEVELOPED EXCLUSIVELY AT PRIVATE EXPENSE. NO OTHER CLAUSE SHALL BE USED TO ENLARGE OR DIMINISH THE GOVERNMENT'S, THE CONTRACTOR'S, OR A HIGHER-TIER SUBCONTRACTOR'S OR SUPPLIER'S RIGHTS IN A SUBCONTRACTOR'S OR SUPPLIER'S TECHNICAL DATA.

(3) TECHNICAL DATA REQUIRED TO BE DELIVERED BY A SUBCONTRACTOR OR SUPPLIER SHALL NORMALLY BE DELIVERED TO THE NEXT HIGHER-TIER CONTRACTOR, SUBCONTRACTOR, OR SUPPLIER. HOWEVER, WHEN THERE IS A REQUIREMENT IN THE PRIME CONTRACT FOR DATA WHICH MAY BE SUBMITTED WITH OTHER THAN UNLIMITED RIGHTS BY A SUBCONTRACTOR OR SUPPLIER, THEN SAID SUBCONTRACTOR OR SUPPLIER MAY FULFILL ITS REQUIREMENT BY SUBMITTING SUCH DATA DIRECTLY TO THE GOVERNMENT, RATHER THAN THROUGH A HIGHER-TIER CONTRACTOR, SUBCONTRACTOR, OR SUPPLIER.

(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 OBLIGATIONS TO THE GOVERNMENT.

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2012)

(A) *DEFINITIONS.* AS USED IN THIS CLAUSE:

(1) "COMMERCIAL COMPUTER SOFTWARE" MEANS SOFTWARE DEVELOPED OR

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REGULARLY USED FOR NONGOVERNMENTAL 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;

(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

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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-

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(I) USE A COMPUTER PROGRAM WITH ONE COMPUTER AT ONE TIME. THE PROGRAM MAY NOT BE ACCESSED BY MORE THAN ONE TERMINAL OR CENTRAL PROCESSING UNIT OR TIME SHARED UNLESS OTHERWISE PERMITTED BY THIS CONTRACT;

(II) TRANSFER A COMPUTER PROGRAM TO ANOTHER GOVERNMENT AGENCY WITHOUT THE FURTHER PERMISSION OF THE CONTRACTOR IF THE TRANSFEROR DESTROYS ALL COPIES OF THE PROGRAM AND RELATED COMPUTER SOFTWARE DOCUMENTATION IN ITS POSSESSION AND NOTIFIES THE LICENSOR OF THE TRANSFER. TRANSFERRED PROGRAMS REMAIN SUBJECT TO THE PROVISIONS OF THIS CLAUSE;

(III) MAKE THE MINIMUM NUMBER OF COPIES OF THE COMPUTER SOFTWARE REQUIRED FOR SAFEKEEPING (ARCHIVE), BACKUP, OR MODIFICATION PURPOSES;

(IV) MODIFY COMPUTER SOFTWARE PROVIDED THAT THE GOVERNMENT MAY--

(A) USE THE MODIFIED SOFTWARE ONLY AS PROVIDED IN PARAGRAPHS (A)(15)(I) AND (III) OF THIS CLAUSE; AND (B) NOT RELEASE OR DISCLOSE THE MODIFIED SOFTWARE EXCEPT AS PROVIDED IN PARAGRAPHS (A)(15)(II), (V), (VI), AND (VII) OF THIS CLAUSE;

(V) PERMIT CONTRACTORS OR SUBCONTRACTORS PERFORMING SERVICE CONTRACTS (SEE 37.101 OF THE FEDERAL ACQUISITION REGULATION) IN SUPPORT OF THIS OR A RELATED CONTRACT TO USE COMPUTER SOFTWARE TO DIAGNOSE AND CORRECT DEFICIENCIES IN A COMPUTER PROGRAM, TO MODIFY COMPUTER SOFTWARE TO ENABLE A COMPUTER PROGRAM TO BE COMBINED WITH, ADAPTED TO, OR MERGED WITH OTHER COMPUTER PROGRAMS OR WHEN NECESSARY TO RESPOND TO URGENT TACTICAL SITUATIONS, PROVIDED THAT--

(A) THE GOVERNMENT NOTIFIES THE PARTY WHICH HAS GRANTED RESTRICTED RIGHTS THAT A RELEASE OR DISCLOSURE TO PARTICULAR CONTRACTORS OR SUBCONTRACTORS WAS MADE;

(B) SUCH CONTRACTORS OR SUBCONTRACTORS ARE SUBJECT TO THE USE AND NON-DISCLOSURE AGREEMENT AT 227.7103-7 OF THE DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) OR ARE GOVERNMENT CONTRACTORS RECEIVING ACCESS TO THE SOFTWARE FOR PERFORMANCE OF A GOVERNMENT CONTRACT THAT CONTAINS THE CLAUSE AT DFARS 252.227-7025, LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS;

(C) THE GOVERNMENT SHALL NOT PERMIT THE RECIPIENT TO DECOMPILE, DISASSEMBLE, OR REVERSE ENGINEER THE SOFTWARE, OR USE SOFTWARE DECOMPILED, DISASSEMBLED, OR REVERSE ENGINEERED BY THE GOVERNMENT PURSUANT TO PARAGRAPH (A)(15)(IV) OF THIS CLAUSE, FOR ANY OTHER PURPOSE; AND

(D) SUCH USE IS SUBJECT TO THE LIMITATION IN PARAGRAPH (A)(15)(I) 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; AND

(B) THE GOVERNMENT SHALL NOT PERMIT THE RECIPIENT TO DECOMPILE,

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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

(VII) PERMIT COVERED GOVERNMENT SUPPORT CONTRACTORS TO USE, MODIFY, REPRODUCE, PERFORM, DISPLAY, OR RELEASE OR DISCLOSE THE COMPUTER SOFTWARE TO AUTHORIZED PERSON(S) IN THE PERFORMANCE OF GOVERNMENT CONTRACTS THAT CONTAIN THE CLAUSE AT 252.227-7025, LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS.

(16) "UNLIMITED RIGHTS" MEANS RIGHTS TO USE, MODIFY, REPRODUCE, RELEASE, PERFORM, DISPLAY, OR DISCLOSE COMPUTER SOFTWARE OR COMPUTER SOFTWARE DOCUMENTATION IN WHOLE OR IN PART, IN ANY MANNER AND FOR ANY PURPOSE WHATSOEVER, AND TO HAVE OR AUTHORIZE OTHERS TO DO SO.

(B) *RIGHTS IN COMPUTER SOFTWARE OR COMPUTER SOFTWARE DOCUMENTATION.* THE CONTRACTOR GRANTS OR SHALL OBTAIN FOR THE GOVERNMENT THE FOLLOWING ROYALTY FREE, WORLD-WIDE, NONEXCLUSIVE, IRREVOCABLE LICENSE RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE OR COMPUTER SOFTWARE DOCUMENTATION. ALL RIGHTS NOT GRANTED TO THE GOVERNMENT ARE RETAINED BY THE CONTRACTOR.

(1) UNLIMITED RIGHTS. THE GOVERNMENT SHALL HAVE UNLIMITED RIGHTS IN--

(I) COMPUTER SOFTWARE DEVELOPED EXCLUSIVELY WITH GOVERNMENT FUNDS;

(II) COMPUTER SOFTWARE DOCUMENTATION REQUIRED TO BE DELIVERED UNDER THIS CONTRACT;

(III) CORRECTIONS OR CHANGES TO COMPUTER SOFTWARE OR COMPUTER SOFTWARE DOCUMENTATION FURNISHED TO THE CONTRACTOR BY THE GOVERNMENT;

(IV) COMPUTER SOFTWARE OR COMPUTER SOFTWARE DOCUMENTATION THAT IS OTHERWISE PUBLICLY AVAILABLE OR HAS BEEN RELEASED OR DISCLOSED BY THE CONTRACTOR OR SUBCONTRACTOR WITHOUT RESTRICTION ON FURTHER USE, RELEASE OR DISCLOSURE, OTHER THAN A RELEASE OR DISCLOSURE RESULTING FROM THE SALE, TRANSFER, OR OTHER ASSIGNMENT OF INTEREST IN THE SOFTWARE TO ANOTHER PARTY OR THE SALE OR TRANSFER OF SOME OR ALL OF A BUSINESS ENTITY OR ITS ASSETS TO ANOTHER PARTY;

(V) COMPUTER SOFTWARE OR COMPUTER SOFTWARE DOCUMENTATION OBTAINED WITH UNLIMITED RIGHTS UNDER ANOTHER GOVERNMENT CONTRACT OR AS A RESULT OF NEGOTIATIONS; OR

(VI) COMPUTER SOFTWARE OR COMPUTER SOFTWARE DOCUMENTATION FURNISHED TO THE GOVERNMENT, UNDER THIS OR ANY OTHER GOVERNMENT CONTRACT OR SUBCONTRACT THERE UNDER 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 DEVELOPMENT WITH MIXED FUNDING.

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(II) GOVERNMENT PURPOSE RIGHTS SHALL REMAIN IN EFFECT FOR A PERIOD OF FIVE YEARS UNLESS A DIFFERENT PERIOD HAS BEEN NEGOTIATED. UPON EXPIRATION OF THE FIVE-YEAR OR OTHER NEGOTIATED PERIOD, THE GOVERNMENT SHALL HAVE UNLIMITED RIGHTS IN THE COMPUTER SOFTWARE OR COMPUTER SOFTWARE DOCUMENTATION. THE GOVERNMENT PURPOSE RIGHTS PERIOD SHALL COMMENCE UPON EXECUTION OF THE CONTRACT, SUBCONTRACT, LETTER CONTRACT (OR SIMILAR CONTRACTUAL INSTRUMENT), CONTRACT MODIFICATION, OR OPTION EXERCISE THAT REQUIRED DEVELOPMENT OF THE COMPUTER SOFTWARE.

(III) THE GOVERNMENT SHALL NOT RELEASE OR DISCLOSE COMPUTER SOFTWARE IN WHICH IT HAS GOVERNMENT PURPOSE RIGHTS TO ANY OTHER PERSON UNLESS--

(A) PRIOR TO RELEASE OR DISCLOSURE, THE INTENDED RECIPIENT IS SUBJECT TO THE USE AND NON-DISCLOSURE AGREEMENT AT DFARS 227.7103-7; OR

(B) THE RECIPIENT IS A GOVERNMENT CONTRACTOR RECEIVING ACCESS TO THE SOFTWARE OR DOCUMENTATION FOR PERFORMANCE OF A GOVERNMENT CONTRACT THAT CONTAINS THE CLAUSE AT DFARS 252.227-7025, LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS.

(3) RESTRICTED RIGHTS.

(I) THE GOVERNMENT SHALL HAVE RESTRICTED RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE REQUIRED TO BE DELIVERED OR OTHERWISE PROVIDED TO THE GOVERNMENT UNDER THIS CONTRACT THAT WERE DEVELOPED EXCLUSIVELY AT PRIVATE EXPENSE.

(II) THE CONTRACTOR, ITS SUBCONTRACTORS, OR SUPPLIERS ARE NOT REQUIRED TO PROVIDE THE GOVERNMENT ADDITIONAL RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE DELIVERED OR OTHERWISE PROVIDED TO THE GOVERNMENT WITH RESTRICTED RIGHTS. HOWEVER, IF THE GOVERNMENT DESIRES TO OBTAIN ADDITIONAL RIGHTS IN SUCH SOFTWARE, THE CONTRACTOR AGREES TO PROMPTLY ENTER INTO NEGOTIATIONS WITH THE CONTRACTING OFFICER TO DETERMINE WHETHER THERE ARE ACCEPTABLE TERMS FOR TRANSFERRING SUCH RIGHTS. ALL NONCOMMERCIAL COMPUTER SOFTWARE IN WHICH THE CONTRACTOR HAS GRANTED THE GOVERNMENT ADDITIONAL RIGHTS SHALL BE LISTED OR DESCRIBED IN A LICENSE AGREEMENT MADE PART OF THE CONTRACT (SEE PARAGRAPH (B)(4) OF THIS CLAUSE). THE LICENSE SHALL ENUMERATE THE ADDITIONAL RIGHTS GRANTED THE GOVERNMENT.

(III) THE CONTRACTOR ACKNOWLEDGES THAT--

(A) RESTRICTED RIGHTS COMPUTER SOFTWARE IS AUTHORIZED TO BE RELEASED OR DISCLOSED TO COVERED GOVERNMENT SUPPORT CONTRACTORS;

(B) THE CONTRACTOR WILL BE NOTIFIED OF SUCH RELEASE OR DISCLOSURE;

(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;

(D) ANY SUCH NON-DISCLOSURE AGREEMENT SHALL ADDRESS THE RESTRICTIONS ON THE COVERED GOVERNMENT SUPPORT CONTRACTOR'S USE OF THE RESTRICTED

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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, AND SHALL NOT INCLUDE ANY ADDITIONAL TERMS AND CONDITIONS UNLESS MUTUALLY AGREED TO BY THE PARTIES TO THE NON-DISCLOSURE AGREEMENT; AND

(E) THE CONTRACTOR SHALL PROVIDE A COPY OF ANY SUCH NON-DISCLOSURE AGREEMENT OR WAIVER TO THE CONTRACTING OFFICER, UPON REQUEST.

(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

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TO DELIVERY OF SUCH--

(1) COMPUTER SOFTWARE, HAS PROVIDED A STATEMENT OF THE LICENSE RIGHTS OBTAINED IN A FORM ACCEPTABLE TO THE CONTRACTING OFFICER; OR

(2) COMPUTER SOFTWARE DOCUMENTATION, HAS AFFIXED TO THE TRANSMITTAL DOCUMENT A STATEMENT OF THE LICENSE RIGHTS OBTAINED.

(E) IDENTIFICATION AND DELIVERY OF COMPUTER SOFTWARE AND COMPUTER SOFTWARE DOCUMENTATION TO BE FURNISHED WITH RESTRICTIONS ON USE, RELEASE, OR DISCLOSURE.

(1) THIS PARAGRAPH DOES NOT APPLY TO RESTRICTIONS BASED SOLELY ON COPYRIGHT.

(2) EXCEPT AS PROVIDED IN PARAGRAPH (E)(3) OF THIS CLAUSE, COMPUTER SOFTWARE THAT THE CONTRACTOR ASSERTS SHOULD BE FURNISHED TO THE GOVERNMENT WITH RESTRICTIONS ON USE, RELEASE, OR DISCLOSURE IS IDENTIFIED IN AN ATTACHMENT TO THIS CONTRACT (THE ATTACHMENT). THE CONTRACTOR SHALL NOT DELIVER ANY SOFTWARE WITH RESTRICTIVE MARKINGS UNLESS THE SOFTWARE IS LISTED ON THE ATTACHMENT.

(3) IN ADDITION TO THE ASSERTIONS MADE IN THE ATTACHMENT, OTHER ASSERTIONS MAY BE IDENTIFIED AFTER AWARD WHEN BASED ON NEW INFORMATION OR INADVERTENT OMISSIONS UNLESS THE INADVERTENT OMISSIONS WOULD HAVE MATERIALLY AFFECTED THE SOURCE SELECTION DECISION. SUCH IDENTIFICATION AND ASSERTION SHALL BE SUBMITTED TO THE CONTRACTING OFFICER AS SOON AS PRACTICABLE PRIOR TO THE SCHEDULED DATA 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* (LIST)	BASIS FOR ASSERTION** (LIST)	ASSERTED RIGHTS CATEGORY*** (LIST)	NAME OF PERSON ASSERTING RESTRICTIONS**** (LIST).....
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*GENERALLY, DEVELOPMENT AT PRIVATE EXPENSE, EITHER EXCLUSIVELY OR PARTIALLY, IS THE ONLY BASIS FOR ASSERTING RESTRICTIONS ON THE GOVERNMENT'S RIGHTS TO USE, RELEASE, OR DISCLOSE COMPUTER SOFTWARE.

**INDICATE WHETHER DEVELOPMENT WAS EXCLUSIVELY OR PARTIALLY AT PRIVATE EXPENSE. IF DEVELOPMENT WAS NOT AT PRIVATE EXPENSE, ENTER THE SPECIFIC REASON FOR ASSERTING THAT THE GOVERNMENT'S RIGHTS SHOULD BE RESTRICTED.

***ENTER ASSERTED RIGHTS CATEGORY (E.G., RESTRICTED OR GOVERNMENT PURPOSE RIGHTS IN COMPUTER SOFTWARE, GOVERNMENT PURPOSE LICENSE RIGHTS FROM A PRIOR CONTRACT, RIGHTS IN SBIR SOFTWARE GENERATED UNDER ANOTHER CONTRACT, OR SPECIFICALLY NEGOTIATED LICENSES).

****CORPORATION, INDIVIDUAL, OR OTHER PERSON, AS APPROPRIATE.

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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 ASSERTED RESTRICTIONS--COMPUTER SOFTWARE CLAUSE OF THIS CONTRACT.

(F) *MARKING REQUIREMENTS.* THE CONTRACTOR, AND ITS SUBCONTRACTORS OR SUPPLIERS, MAY ONLY ASSERT RESTRICTIONS ON THE GOVERNMENT'S RIGHTS TO USE, MODIFY, REPRODUCE, RELEASE, PERFORM, DISPLAY, OR DISCLOSE COMPUTER SOFTWARE BY MARKING THE DELIVERABLE SOFTWARE OR DOCUMENTATION SUBJECT TO RESTRICTION. EXCEPT AS PROVIDED IN PARAGRAPH (F)(5) OF THIS CLAUSE, ONLY THE FOLLOWING LEGENDS ARE AUTHORIZED UNDER THIS CONTRACT; THE GOVERNMENT PURPOSE RIGHTS LEGEND AT PARAGRAPH (F)(2) OF THIS CLAUSE; THE RESTRICTED RIGHTS LEGEND AT PARAGRAPH (F)(3) OF THIS CLAUSE; OR THE SPECIAL LICENSE RIGHTS LEGEND AT PARAGRAPH (F)(4) OF THIS CLAUSE; AND/OR A NOTICE OF COPYRIGHT AS PRESCRIBED UNDER 17 U.S.C. 401 OR 402.

(1) GENERAL MARKING INSTRUCTIONS. THE CONTRACTOR, OR ITS SUBCONTRACTORS OR SUPPLIERS, SHALL CONSPICUOUSLY AND LEGIBLY MARK THE APPROPRIATE LEGEND ON ALL COMPUTER SOFTWARE THAT QUALIFY FOR SUCH MARKINGS. THE AUTHORIZED LEGENDS SHALL BE PLACED ON THE TRANSMITTED DOCUMENT OR SOFTWARE STORAGE CONTAINER AND EACH PAGE, OR PORTIONS THEREOF, OF PRINTED MATERIAL CONTAINING COMPUTER SOFTWARE FOR WHICH RESTRICTIONS ARE ASSERTED. COMPUTER SOFTWARE TRANSMITTED DIRECTLY FROM ONE COMPUTER OR COMPUTER TERMINAL TO ANOTHER SHALL CONTAIN A NOTICE OF ASSERTED RESTRICTIONS. HOWEVER, INSTRUCTIONS THAT INTERFERE WITH OR DELAY THE OPERATION OF COMPUTER SOFTWARE IN ORDER TO DISPLAY A RESTRICTIVE RIGHTS LEGEND OR OTHER LICENSE STATEMENT AT ANY TIME PRIOR TO OR DURING USE OF THE COMPUTER SOFTWARE, OR OTHERWISE CAUSE SUCH INTERFERENCE OR DELAY, SHALL NOT BE INSERTED IN SOFTWARE THAT WILL OR MIGHT BE USED IN COMBAT OR SITUATIONS THAT SIMULATE COMBAT CONDITIONS, UNLESS THE CONTRACTING OFFICER'S WRITTEN PERMISSION TO DELIVER SUCH SOFTWARE HAS BEEN OBTAINED PRIOR TO DELIVERY. REPRODUCTIONS OF COMPUTER SOFTWARE OR ANY PORTIONS THEREOF SUBJECT TO ASSERTED RESTRICTIONS, SHALL ALSO REPRODUCE THE ASSERTED RESTRICTIONS.

(2) GOVERNMENT PURPOSE RIGHTS MARKINGS. COMPUTER SOFTWARE DELIVERED OR OTHERWISE FURNISHED TO THE GOVERNMENT WITH GOVERNMENT PURPOSE RIGHTS SHALL BE MARKED AS FOLLOWS:

GOVERNMENT PURPOSE RIGHTS

CONTRACT NO. _____

CONTRACTOR NAME _____

CONTRACTOR ADDRESS _____

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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.

(I) COMPUTER SOFTWARE OR COMPUTER 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 THIS SOFTWARE ARE RESTRICTED BY CONTRACT NO. _____ (INSERT CONTRACT NUMBER) _____, LICENSE NO. _____ (INSERT LICENSE IDENTIFIER) _____. ANY REPRODUCTION OF COMPUTER SOFTWARE, COMPUTER SOFTWARE DOCUMENTATION, OR PORTIONS THEREOF MARKED WITH THIS LEGEND MUST ALSO REPRODUCE THE MARKINGS.

(END OF LEGEND)

(II) FOR PURPOSES OF THIS CLAUSE, SPECIAL LICENSES DO NOT INCLUDE GOVERNMENT PURPOSE LICENSE RIGHTS ACQUIRED UNDER A PRIOR CONTRACT (SEE PARAGRAPH (B)(5) OF THIS CLAUSE).

(5) PRE-EXISTING MARKINGS. IF THE TERMS OF A PRIOR CONTRACT OR LICENSE PERMITTED THE CONTRACTOR TO RESTRICT THE GOVERNMENT'S RIGHTS TO USE,

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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--

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(I) THE GOVERNMENT HAS ACQUIRED, BY ANY MEANS, THE SAME OR GREATER RIGHTS IN THE SOFTWARE OR DOCUMENTATION; OR

(II) THE SOFTWARE OR DOCUMENTATION ARE AVAILABLE TO THE PUBLIC WITHOUT RESTRICTIONS.

(2) THE LIMITATION IN PARAGRAPH (J)(1) OF THIS CLAUSE--

(I) INCLUDES COSTS CHARGED BY A SUBCONTRACTOR OR SUPPLIER, AT ANY TIER, OR COSTS INCURRED BY THE CONTRACTOR TO ACQUIRE RIGHTS IN SUBCONTRACTOR OR SUPPLIER COMPUTER SOFTWARE OR COMPUTER SOFTWARE DOCUMENTATION, IF THE SUBCONTRACTOR OR SUPPLIER HAS BEEN PAID FOR SUCH RIGHTS UNDER ANY OTHER GOVERNMENT CONTRACT OR UNDER A LICENSE CONVEYING THE RIGHTS TO THE GOVERNMENT; AND

(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.

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

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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.

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 _____

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Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

252.239-7999 CLOUD COMPUTING SERVICES (DEVIATION 2015-O0011)(JAN 2015)

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

"Access" means the ability or opportunity to gain knowledge of Government or Government-related data or any other data collected or maintained on behalf of the United States Government under this contract.

"Cloud computing" means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also included commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

"Government data" means any information, document, media, or machine readable material, regardless of physical form or characteristics, that is created or obtained in the course of official Government business.

"Government-related data" means any information, document, media, or machine readable material, regardless of physical form or characteristics, that is created or obtained by a contractor through the storage, processing, or communication of Government data. This does not include a contractor's business records, e.g., financial records, legal records, or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

"Spillage" means an unauthorized transfer of classified data or controlled unclassified information to an information system that is not accredited for the applicable security level of the data or information.

(b) Cloud security requirements. The Contractor shall adopt and maintain administrative, technical, and physical safeguards and controls that are required for the security level and services being provided, in accordance with the Cloud Computing Security Requirements Guide (SRG)(version in effect at the time of contract award) found at http://iase.disa.mil/cloud_security/Pages/index.aspx (Note: the new cyber incident reporting requirements of SRG section 6.4 become enforceable by the Government upon the effective date of the information collection governing the new reporting requirements (see DFARS case 2013-D018). However, this does not abrogate, limit, or otherwise affect the Contractor's obligation to comply with any other cyber incident reporting or other reporting requirement that is contained in this contract).

(c) Limitations on access to, and use and disclosure of, government data and Government-related data.

(1) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this contract or a task order issued hereunder.

(i) If authorized by the terms of this contract or a task order issued hereunder, any access to, or use or disclosure of, Government data shall only be for purposes specified in this contract or task order.

(ii) The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.

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(2) The Contractor shall use Government-related data only to manage the operational environment that supports the government data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.

(d) Records management.

(1) The Contractor shall deliver to the Contracting Officer all Government data and Government-related data in the format specified in the schedule.

(2) The Contractor shall dispose of Government data and Government-related data in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.

(e) Notification of third party access to Government data. The Contractor shall notify the Government immediately of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or Local agency, that could result in the disclosure of any Government data to a third party. The Contractor shall cooperate with the Government to take all measures to protect Government data from any loss or unauthorized disclosure that might reasonably result from the execution of any such request, warrant, seizure, subpoena, or similar legal process.

(f) Spillage. Upon written notification by the Government of a spillage, or the Contractor's discovery of a spillage, the Contractor shall coordinate immediately with the responsible Government official to correct the spillage in compliance with agency-specific instructions.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (NAVAIR) (OCT 2005)

THE CONTRACTOR AGREES TO PROVIDE LOCATOR INFORMATION REGARDING ALL EMPLOYEES REQUIRING A PERMANENT BADGE FOR AUTHORIZED ENTRANCE TO NAVAL AIR STATION, PATUXENT RIVER, MD 20670. ENTRANCE IS AUTHORIZED BY THIS CONTRACT AS A RESULT OF TASKS ASSOCIATED WITH PERFORMANCE OF THE SECTION C - STATEMENT OF WORK ONLY. INITIAL INFORMATION SHALL BE PROVIDED AS EACH INDIVIDUAL IS ASSIGNED TO THIS CONTRACT BY USING THE LOCATOR FORM PROVIDED AS AN ATTACHMENT TO THIS CONTRACT. THEREAFTER, QUARTERLY REPORTS (DUE AT THE BEGINNING OF EACH QUARTER BY THE FIFTH DAY OF THE MONTH) WILL BE PROVIDED WITH GAINS/LOSSES (IDENTIFICATION OF NEW AND REPLACED OR ADDED INDIVIDUALS) AND ANY CHANGES TO CURRENT PERSONNEL (SUCH AS TELEPHONE NUMBER, BUILDING NUMBER AND ROOM NUMBER). A POINT OF CONTACT IS TO BE NAMED ON EACH QUARTERLY REPORT FOR ANY QUESTIONS/ADDITIONAL INFORMATION NEEDED BY THE GOVERNMENT RECIPIENT. THE QUARTERLY REPORTS ARE TO BE ADDRESSED TO BE DETERMINED AT TIME OF AWARD. ALL LOSSES ARE TO HAVE THE PERMANENT BADGES RETURNED TO NAVAL AIR STATION, PATUXENT RIVER, MD 20670 ON THE LAST DAY OF THE INDIVIDUAL'S TASK REQUIREMENT.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)

(A) THE CONTRACTOR SHALL NOT RELEASE TO ANYONE OUTSIDE THE CONTRACTOR'S ORGANIZATION ANY UNCLASSIFIED INFORMATION (E.G., ANNOUNCEMENT OF CONTRACT AWARD), REGARDLESS OF MEDIUM (E.G., FILM, TAPE, DOCUMENT), PERTAINING TO ANY PART OF THIS CONTRACT OR ANY PROGRAM RELATED TO THIS CONTRACT, UNLESS THE CONTRACTING OFFICER HAS GIVEN PRIOR WRITTEN APPROVAL.

(B) REQUESTS FOR APPROVAL 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 TEN (10) DAYS BEFORE THE PROPOSED DATE FOR RELEASE.

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(C) THE CONTRACTOR AGREES TO INCLUDE A SIMILAR REQUIREMENT IN EACH SUBCONTRACT UNDER THIS CONTRACT. SUBCONTRACTORS SHALL SUBMIT REQUESTS FOR AUTHORIZATION TO RELEASE THROUGH THE PRIME CONTRACTOR TO THE CONTRACTING OFFICER.

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SECTION J LIST OF ATTACHMENTS

Exhibit A - Contract Data Requirements List (CDRLs), A001 - A0011

Attachment 1 - Quality Assurance Surveillance Plan (QASP)

Attachment 2 - COR Designation Letter

Attachment 3 - ACOR Designation Letter

Attachment 4 - OCI List

Attachment 5 - GFP List

Attachment 6 - Wage Determination

Attachment 7 - Minimum Labor Category Qualifications

Attachment 8 - Data Item Transmittal Acceptance/Rejection Form

Attachment 9 - DD Form 254

Attachment P7 - Fully Burdened Labor Rates