

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 2 of 2	FINAL
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GENERAL INFORMATION

The purpose of this modification is to

A conformed copy of this Task Order is

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated

The total value of the order is hereby

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 1 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	BASE YEAR LABOR: PROVIDE OPERATIONS SUPPORT SERVICES TO RANGE SYSTEM DEPARTMENT, EXPEDITIONARY SYSTEMS EVALUATION DIVISION (RS40) AT THE NAVAL SURFACE WARFARE CENTER CORONA DIVISION (NSWC Corona) IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION C. (Fund Type - OTHER)					
7001		Informational CLIN for Priced SLIN incremental funding					
7001AA	R425	Labor (Fund Type - OTHER)					
7001AB	R425	Labor (Fund Type - OTHER)					
7001AC	R425	Labor (Fund Type - OTHER)					
7001AD	R425	Labor (Fund Type - OTHER)					
7001AE	R425	Labor (Fund Type - OTHER)					
7001AF	R425	Labor (Fund Type - OTHER)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7099		Not Separately Priced CLIN for Data in accordance with statement of work in support of CLIN 7000.					

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	OPTION YEAR ONE LABOR: PROVIDE OPERATIONS SUPPORT SERVICES TO RANGE SYSTEM DEPARTMENT, EXPEDITIONARY SYSTEMS EVALUATION DIVISION (RS40) AT THE NAVAL SURFACE WARFARE CENTER CORONA DIVISION (NSWC Corona) IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION C. (Fund Type - OTHER)					
7101		Labor					
7101AA	R425	Labor (WCF)					
7101AB	R425	Labor (WCF)					

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 2 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7101AC	R425	Labor (WCF)					
7101AD	R425	Labor (WCF)					
7101AE	R425	Labor (Fund Type - OTHER)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7199		Not Separately Priced CLIN for Data in accordance with statement of work in support of CLIN 7100.					

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R425	OPTION YEAR TWO LABOR: PROVIDE OPERATIONS SUPPORT SERVICES TO RANGE SYSTEM DEPARTMENT, EXPEDITIONARY SYSTEMS EVALUATION DIVISION (RS40) AT THE NAVAL SURFACE WARFARE CENTER CORONA DIVISION (NSWC Corona) IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION C. (Fund Type - OTHER)					
7201		Labor					
7201AA	R425	Labor (WCF)					
7201AB	R425	Labor (WCF)					
7201AC	R425	Labor (WCF)					
7201AD	R425	Labor (WCF)					
7201AE	R425	Labor (WCF)					
7201AF	R425	Labor (WCF)					
7201AG	R425	labor (WCF)					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7299		Not Separately Priced CLIN for Data in accordance with statement of work in support of CLIN 7200.					

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 3 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	R425	OPTION YEAR THREE LABOR: PROVIDE OPERATIONS SUPPORT SERVICES TO RANGE SYSTEM DEPARTMENT, EXPEDITIONARY SYSTEMS EVALUATION DIVISION (RS40) AT THE NAVAL SURFACE WARFARE CENTER CORONA DIVISION (NSWC Corona) IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION C. (Fund Type - OTHER)					
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7399		Not Separately Priced CLIN for Data in accordance with statement of work in support of CLIN 7300.					

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R425	OPTION YEAR FOUR LABOR: PROVIDE OPERATIONS SUPPORT SERVICES TO RANGE SYSTEM DEPARTMENT, EXPEDITIONARY SYSTEMS EVALUATION DIVISION (RS40) AT THE NAVAL SURFACE WARFARE CENTER CORONA DIVISION (NSWC Corona) IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION C. (Fund Type - OTHER)					
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7499		Not Separately Priced CLIN for Data in accordance with statement of work in support of CLIN 7400.					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Other Direct Cost in support of CLIN 7000 IAW SOW. (Fund Type - OTHER)			
9001					

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 4 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001AA	R425	ODC in support of CLIN 7001 (Fund Type - OTHER)			
9100	R425	Other Direct Cost in support of CLIN 7100 IAW SOW . (Fund Type - OTHER)			
9101					
9101AA	R425	ODC (WCF)			
9200	R425	Other Direct Cost in support of CLIN 7200 IAW SOW. (Fund Type - OTHER)			
9201					
9201AD	R425	ODC in support of CLIN 7201 (WCF)			
9300	R425	Other Direct Cost in support of CLIN 7300 IAW SOW. (Fund Type - OTHER)			
		Option			
9400	R425	Other Direct Cost in support of CLIN 7400 IAW SOW. (Fund Type - OTHER)			
		Option			

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

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of 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.

(End of Text)

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

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

(End of Text)

HQ B-2-0010 (OPTION)

NOTE A - Option item to which Option clause listed in Section I (FAR 52.217-8 and FAR 52.217-9) applies; and which is to be applied only if and to the extent said Option is exercised.

(End of Text)

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

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

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 5 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

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

(End of Text)

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

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

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

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

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

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

(End of Text)

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

The entire contract is Cost Type.

CLINs 7000 through 7400 are Cost Plus Fixed Fee (CPFF)

CLINs 7099 through 7499 are Not Separately Priced (NSP)

CLINs 9000 through 9400 are Other Direct Cost (ODC) (Fee is not authorized)

The base period of the Task Order will be Cost Plus Fixed Fee and the Option Periods will be Cost Plus Fixed Fee (if the option periods are exercised)

(End of Text)

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 6 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work

RS40 OPERATIONAL SUPPORT

1. INTRODUCTION

The Naval Surface Warfare Center Corona Division (NSWC Corona) Fallbrook Detachment, Range Systems Department, Expeditionary Systems Evaluation Division (RS40) is responsible for providing Operations Support Services to support full spectrum life cycle engineering and test support to verify the safety, reliability, and effectiveness of Expeditionary and Special Warfare systems. Services will be in support of RS40's main focus areas including weapons, ammunition, sensors and communications, and platform integration.

2. BACKGROUND

RS40 performs full spectrum life cycle support to verify the safety, reliability, and effectiveness of Expeditionary and Special Warfare Systems. The primary function of RS40 is to provide Test and Evaluation support to the Department of Defense (DoD).

3. SCOPE

This Statement of Work (SOW) sets forth the requirements for non-personal operational support services in the following areas: Quality Assurance (QA) Support, Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support, Training Support, Program Support and Clerical and Administrative Support. These services are performed in support of tasks managed by NSWC Corona, Range Systems Engineering Department, RS40. The primary place of performance is located at the engineering complex aboard the Naval Weapons Station Seal Beach, Detachment Fallbrook, in Fallbrook, California.

4. APPLICABLE DOCUMENTS

Document Type	No./Version	Title	Date
AS9100 Standard	Revision D	Quality Management Systems- Requirements for Aviation, Space, and Defense Operations	20 Sept 2016
DoD Instruction	2000.16	DoD Antiterrorism Program	15 Nov 2016
DoD Instruction	7041.3	Economic Analysis for Decision-Making	3 Jul 2013
ISO 9001:2015 Standard	5 th Edition	Quality Management Systems – Requirements	Sept 2015
NSWCCORDIVINST	5239.1 D	Cybersecurity Program	5 Sep 2014
OPNAVINST	5239.1C	Navy Information Assurance (IA) Program	20 Aug 2008
PMBOK Guide	5th Edition	Project Management Body of Knowledge (PMBOK)	2013

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 7 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

5. REQUIREMENTS

5.1 Program Support.

5.1.1 Project Management Support.

The Contractor shall provide project management support to Government Project Managers and other project management personnel for the technical and administrative services associated with this Task Order (TO). The support provided to the Government shall include tasks in: work loading, scheduling, portfolio tracking and management, functional coordination, and other program management support. These tasks involve: preparation of documentation; participation in meetings and discussions; operating, updating, and maintaining program management records; maintaining program files and documentation; providing recommendations; scheduling; providing support to the Project Management team; developing and providing status reports and financial reports; developing and maintaining work breakdown structures (WBS); and other program management support (CDRLS A004, A005, A007).

The Contractor shall provide project management support to Government Project Managers and other project management personnel. The Contractor shall apply Project Management Body of Knowledge (PMBOK) principles to support the planning, scheduling, work loading, tracking, coordinating, and reporting of projects. Areas of support include: project planning; operations management; application and tracking of earned value; risk analysis; and providing high level support for project management. Planning support consists of processing work assignments; tracking and providing status of work assignment tasks; cost estimate tasks; cost benefit analysis; budgeting analytics; developing, monitoring, and maintaining project schedules and timelines; developing and maintaining WBS; project tracking; develop and provide fiscal year program plans; and resource allocation. Risk analysis consists of risk identification, tracking, mitigation, and reporting in accordance with applicable policies. The Contractor shall provide technical support in processing, tracking, and accuracy analysis of cost, quality, performance, financial, and schedule information.

The Contractor shall provide support to the Integrated Master Schedule (IMS). This support includes monitoring and updating project timelines, maintaining master schedule and providing reports in regards to scheduled events. The Contractor shall support the Earned Value Management (EVM) process, including IMS, to correlate cost and schedule performance with technical progress. Technical issues that arise shall be covered in terms of performance goals, exit criteria, schedule progress and cost impact.

The Contractor shall develop, utilize, and report project status using EVM tools. These tools will correlate cost and schedule performance with technical progress. Technical issues that arise shall be covered in terms of performance goals, exit criteria, schedule progress and cost impact.

The Contractor shall support the development, application, and maintenance of the internal business system management architecture. This includes business architecture development; development of documentation for interface processes, process maps, SIPOCs (Supplier/Input/Process/Output/Customer), procedures, and presentations describing interaction of value streams within and between the organization's branches, division, department and command to support compliance with the PMBOK and Quality Management System (QMS) (AS9100) per industry

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 8 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

best practices; and maintenance of these process maps and procedures to ensure current state.

This documentation is to be maintained on a document portal developed and maintained per the architecture for electronic access as an authoritative source of reference for the organization's business practices.

5.1.2 Records Management.

The Contractor shall provide documentation support services. The documentation support services shall be performed in accordance with established Navy and Government formats, standards, and guidelines.

The Contractor shall develop and manage the strategy for implementing records management solution(s) across the organization; implement a process to control record numbers, changes, and access; collaborate with Content Owners to define what records to keep, archive, or dispose and identify vital, permanent, and temporary records; collaborate with the technical editing team to ensure adherence to records management policies; coordinate with the document portal development team to ensure the Records Management processes and procedures are developed and deployed in accordance with the records management solution; identify interim storage locations (pending implementation of authorized records management system) for searchable active and archived records; coordinate development of a reference library; facilitate the migration of records into the authorized records management system as required; develop and deliver records management communications as needed; assist Record Owners with records management processes as needed; and provide records management support to the Records Liaison Officer as required and provide status as needed. (CDRLS A004, A005, A007).

5.1.3 Financial Management Support.

The Contractor shall provide financial management support. This support includes: tracking and monitoring project costs and financial information; evaluation of cost accrual data; processing, tracking, accuracy analysis, and reporting of receipts, expenditures, and other financial information; earned value reports; appropriate movement of funds and funds acceptance; and other required financial support tasks (CDRLS A004, A005, A007). The Contractor shall comply with DoDI 7041.3.

5.1.4 Quality Management System Support.

The Contractor shall provide QMS support based on the International Organization for Standardization (ISO) 9001. The support shall include:

- a. providing products and services that meet customer and applicable statutory and regulatory requirements;
- b. enhancing customer satisfaction through the effective application of the system;
- c. implementing processes for improvement of the system; and
- d. conforming to customer and applicable statutory and regulatory requirements.

The Contractor shall develop and manage the strategy for implementing the quality management (i.e., quality control and assurance) program; design, standardize, document, and administer quality data collection, analysis, and reporting systems; facilitate ISO 9001 audit activities; and collaborate with Management and/or Process Owners to identify, implement, and manage quality

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 9 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

measures and a continuous improvement program. The Contractor shall collaborate with Government representatives to establish quality processes and participate in process improvement initiatives; collect, provide, track, monitor, document, and analyze key data for metrics; identify and communicate waste and inefficiencies; and make recommendations and investigate proposed solutions. The Contractor shall develop quality management communications/training materials; document corrective/preventive action requests (C/PARs) for the organization; manage and track to closure; and provide status as needed (CDRLS A004, A005, A007).

5.2 Administrative and Functional Support.

5.2.1 Administrative Support.

The Contractor shall provide services to support the administrative processes of the organization. The support shall include: screening and prioritizing requests, visits, and communication; managing information requests; processing facility work requests; scheduling; filing; administrative record keeping; data entry; researching, generating, reviewing, and maintaining documentation; coordinating with Government representatives general administrative document support; document control; prepare for and coordinate internal and external meetings, video conferences and teleconferences; status tracking; processing transactions; word processing, and other administrative support as needed.

This effort shall also consist of announcing and coordinating meetings; arranging for facilities, equipment and other materials necessary for the meeting; preparing meeting agendas and coordinating presentations; creating briefing materials; making presentations and fielding associated questions; recording and publishing minutes and action items from meetings; and developing and maintaining an action item tracking system (CDRLS A004, A005, A007).

5.2.2 Government Travel Support.

The Contractor shall provide travel processing transactional support in the Government travel system. The Contractor shall produce travel processing metrics, recommendations and improvements to increase effectiveness and efficiency of support services (CDRLS A004, A005, A007). The Contractor shall provide responses to ad hoc procedural and policy related travel questions and provide onsite travel training to new employees.

5.2.3 Employee Development.

The Contractor shall manage, plan, conduct and report status on organizational training programs, support the coordination of training events, to include scheduling with vendors, scheduling with managers and participants, coordinating facilities, documentation of training events, and electronic archiving of participation rosters. The Contractor shall assist the training lead in developing annual and out-year training plans, to include identifying current and future training opportunities in the areas of Leadership, Business Management, Scientific & Engineering Methods, Industrial Sector/Commodity, Trade Skills and other relevant training courses (CDRLS A004, A005, A007). The Contractor shall provide onsite training to new employees on organizational systems and processes.

5.3 Information Assurance (IA) and Information Technology (IT) Support.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 10 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

5.3.1 Information Technology Management Support.

The Contractor shall support the management of data and networks (CDRLS A004, A005, A007).

The support shall include:

- a. planning, installation, integration, operation, administration, upgrade, and maintenance of LANs, PCs, and all peripheral devices;
- b. providing user assistance and training, both formal and informal, to users;
- c. implementing and maintaining Information Assurance measures on designated computing systems;
- d. recommending and defining hardware and software requirements;
- e. analyzing, investigating, and resolving problems concerning the installation, maintenance, operation, and repair of computer hardware and software;
- f. developing and reviewing technical specifications for hardware and software to ensure compatibility and in accordance with applicable references; and
- g. supporting the implementation of evolving technologies.

5.3.2 Information Assurance Support.

The Contractor shall ensure the organization is in compliance with OPNAVINST 5239.1C, NSWCCORDIVINST 5239.1D, and DoD Information Assurance (IA) policy, regulations, standards, instructions, and orders.

5.4 Progress, Status, Management Reporting.

5.4.1 Reporting.

The following reports are to be provided by the Contractor in order to aid the Government in managing the TO.

5.4.1.1 Monthly Status Report.

The Contractor shall deliver a Monthly Status Report (MSR) for all work performed under the contract that highlight key events, progress, sub-contracts, travel, meetings, deliverables, and issues for the reporting period and are separated by Technical Instruction (TI) and Sub-Task. (CDRL A001)

5.4.1.2 Labor Rate Limitation Notification.

Contractors shall monitor labor rates as part of the monthly contract and TO status reports. (CDRL A002)

5.4.1.3 Work Hours Ceiling Expenditure Chart (WHCEC).

The Contractor shall provide a monthly WHCEC that compares actual work hours expended versus work hour estimates that were proposed at solicitation. (CDRL A002)

5.4.1.4 Weekly Financial Report.

The Contractor shall provide a TO Funding Notification Letter by Sub-Task showing status of the

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 11 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

funding that has been applied to each TI based on actual commitments and expenses versus invoice amounts at a minimum on a weekly basis. (CDRL A003)

5.4.1.5 Quarterly Quality Status Report.

The Contractor shall provide a Quarterly Quality Status Report documenting accomplishments to date and difficulties encountered, and compare the status achieved to planned goals and the resources expended. (CDRL A006)

5.4.1.6 Contractor's Personnel Roster

Contractor shall provide Government a personnel roster of all Prime and Subcontractor personnel and submit to the COR and Security COR via e-mail utilizing the following distribution address:
no later than 20 business days following award and shall be updated monthly and when changes occur (CDRL A008).

5.4.1.7 Contract Status Report

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the eCRAFT System and submit the Contract Status Report on the day and for the same timeframe the contractor submits an invoice into the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) system (CDRL A009). Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

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

(1) Access:

eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/WarfareCenters/NUWCNewport/Partnerships/CommercialContracts/Information-eCraft-/> under eCRAFT information. The eCRAFT e-mail address for report submission is:

If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection:

The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in iRAPT. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

5.4.1.8 Contract Status Report

The Contractor shall possess the minimum proficiency level within the Government assigned Cyber IT/CSWF position per the current revision of SECNAV M-5239.2, and have obtained the required certifications and qualifications IAW the current revision of DoDD 8140. The Contractor shall possess

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 12 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

certifications as directed within the associated computing environment as it evolves, and is required to keep all aforementioned certifications and Continuing Education Units (CEUs) current. The Contractor shall track and report individuals working on the Task Order who are IA/Cyber Security trained and certified (CDRL A010). The Contractor shall submit a copy of the certifications, training certificates, and any other objective quality evidence to support the CDRL submission to the COR and the following

6. GOVERNMENT FURNISHED PROPERTY (GFP)

GFP will be provided when there is a requirement for special or specific Government material/equipment in the performance of specific tasking. GFP will be identified on the Scheduled Government Furnished Property Form, prior to the Government releasing GFP to the Contractor. GFP provided to the Contractor shall be tracked and reported to the Government.

7. DELIVERABLES

The Contractor shall provide deliverables as described in the SOW and Contract Data Requirements List (CDRL). Format and delivery schedule for deliverables shall be outlined in CDRLs and shall be submitted to the COR, as required.

Number	Name
A001	Contractor's Progress, Status and Management Report.doc
A002	Performance and Cost Report.doc
A003	Performance and Cost Report.doc – Weekly Req
A004	Presentation Material.doc
A005	Report, Record of Meeting_Minutes.doc
A006	Status Report.doc
A007	Technical Report - Study_Services.doc
A008	Contractor's Personnel Roster
A009	Contract Status Report
A010	Cyber Security Workforce (CSWF) Report

8. ACRONYM LIST

Acronym	Denotation
CDRL	Contract Data Requirements List
COR	Contracting Officers Representative
DoD	Department of Defense
EVM	Earned Value Management
GFF	Government Furnished Facilities
GFP	Government Furnished Property
IA	Information Assurance

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 13 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

IAW	In Accordance With
IGCE	Independent Government Cost Estimate
IMS	Integrated Master Schedule
ISO	International Organization for Standardization
IT	Information Technology
MSR	Monthly Status Report
NAVSEA	Naval Sea Systems Command
NSWC	Naval Surface Warfare Center
POP	Period of Performance
QMS	Quality Management Systems
SECNAV	Secretary of the Navy
SIPOC	Supplier/Input/Process/Output/Customer
SME	Subject Matter Expert
SOW	Statement of Work
TI	Technical Instruction
TO	Task Order
WBS	Work Breakdown Structure
WHCEC	Work Hours Ceiling Expenditure Chart

9. ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

(a) The Contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this Task Order for the Naval Surface Warfare Center Corona Division, via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address:

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

HQ C-1-0001 ITEMS A001 - A010 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibits A001 - A010, attached hereto.

(End of Text)

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

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 14 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

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

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

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

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

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

(End of Text)

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal No. QISI/17-054 dated 4 April 2017 in response to NAVSEA Solicitation No. N6426717R3009.

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

(End of Text)

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

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

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

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

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 15 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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

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

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

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

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

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

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

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

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 16 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

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

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

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

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

(End of Text)

**HQ C-2-0063 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES
(NAVSEA) (APR 2004)**

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

(End of Text)

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 17 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 18 of 58	FINAL
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SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

Unless otherwise specified in this requirement, all materials (including physical data deliverables) shipped under this procurement shall be packaged, labeled and transported in manners consistent with accepted industry standards and business practices to prevent damage and deter loss.

HQ D-1-0001 DATA PACKAGING LANGUAGE

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

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

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

(End of Text)

HQ D-1-0002 PACKAGING OF SUPPLIES

CLIN(s) 9000, 9100, 9200, 9300, and 9400; The supplies furnished hereunder shall be packaged in accordance with best commercial practice.

(End of Text)

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

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

- (1) Name and business address of the Contractor
- (2) Contract number
- (3) Contract dollar amount
- (4) Whether the contract was competitively or non-competitively awarded

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 19 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED IN FULL TEXT

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

Item(s): 7099, 7199, 7299, 7399, and 7499 - Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

(End of Text)

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

Item(s): 7000, 7100, 7200, 7300, and 7400 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 20 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

Deliveries or performance shall be in accordance with Section F of the Seaport-e Multiple Award IDIQ contract and as described below. Exercise of any options is contingent upon the exercise of the options of the basic contract under the Seaport-e Multiple Award Contract.

CLIN - DELIVERIES OR PERFORMANCE

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

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 21 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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

CLAUSES INCORPORATED IN FULL TEXT

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

ITEM(S)	FROM	TO

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 22 of 58	FINAL
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(End of Text)

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

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

(End of Text)

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 23 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY REFERENCE

252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

CLAUSES INCORPORATED BY FULL 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).

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

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

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

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

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

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

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

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

(1) Document type. The Contractor shall use the following document type(s).

Cost Voucher

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

Destination/Destination

(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.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 24 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Field Name in WAWF	Data to be entered in WAWF
Contract Number	N6426717F3004
CAGE Code	3YWE7
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N64267
Admin DoDAAC	S0512A
Inspect By DoDAAC	N64267
Ship To Code	N64267
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N64267
Service Acceptor (DoDAAC)	N64267
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA724
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 email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(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:

For vendor pay issues contact DFAS Customer Service

(End of clause)

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

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

N/A

(End of Text)

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S
REPRESENTATIVE

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 25 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(End of Text)

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

CONTRACT SPECIALIST

CONTRACTING OFFICER

(End of Text)

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

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

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

(End of Text)

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 26 of 58	FINAL
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SLINID	PR Number	Amount
7001AA	130066406700001	
LLA :		
AA 1771508 M218 251 67854 067443 2D 163017 7RC72289246X		
COSTCENTER: 86N01RX410 NWA: 100001285326-7DYB DIRECT CITE		
1. CONTRACT ACTION DESCRIPTION: Quality Innovative Solutions, Inc. (QIS) for labor, direct cite. Funding is for labor to perform Proj Mgt and Business Operations Support for PM Ammunition, Service Life Accelerated Age Testing (SLAAT) (Task 1.1) program tasking.		
TI#: 001		
7001AB	130066406600001	
LLA :		
AB 1771508 M218 251 67854 067443 2D 163017 7RC72288246X		
COSTCENTER: 86N01RX410 NWA: 100001285327-7DYB DIRECT CITE		
1. CONTRACT ACTION DESCRIPTION: Quality Innovative Solutions, Inc. (QIS) for labor, direct cite. Funding is for labor to perform Proj Mgt and Business Operations Support for PM AMMO task 1.2 Engineering and Technical Services Support program tasking.		
TI#: 001		
7001AC	130066425800001	
LLA :		
AC 1771508 M218 251 67854 067443 2D 163017 7RC72715246X		
COSTCENTER: 86N01RX410 NWA: 100001284311-7DYB DIRECT CITE		
1. CONTRACT ACTION DESCRIPTION: Quality Innovative Solutions, Inc. (QIS) for labor, direct cite. Funding is for labor to perform Proj Mgt and Business Operations Support for PM AMMO task 1.4 Quality Systems Assessment (QA) Program tasking.		
TI#: 001		
7001AD	130066425600001	
LLA :		
AD 1771106 1A2A 251 67854 067443 2D M95450 7RCH2D3324LZ		
"2410(a) Authority is hereby invoked."		
COSTCENTER: 86N01RX410 NWA: 100001285332-7DYB DIRECT CITE		
1. CONTRACT ACTION DESCRIPTION: Quality Innovative Solutions, Inc. (QIS) for labor, direct cite. Funding is for labor to perform Proj Mgt and Business Operations Support for PM Ammunition Inventory Management tasking for PM AMMO Task 2.1.		
TI#: 001		
7001AE	130066425400001	
LLA :		
AE 1771106 1A2A 251 67854 067443 2D M95450 7RCH2D3424LZ		
"2410(a) Authority is hereby invoked."		
COSTCENTER: 86N01RX410 NWA: 100001285333-7DYB DIRECT CITE		
1. CONTRACT ACTION DESCRIPTION: Quality Innovative Solutions, Inc. (QIS) for labor, direct cite. Funding is for labor to perform Proj Mgt and Business Operations Support for PM Ammunition, IT Business Systems/MAKE Task 2.2.		
TI#: 001		
7001AF	130066425100001	
LLA :		
AF 1771106 1A2A 251 67854 067443 2D M95450 7RCH2D3524LZ		
"2410(a) Authority is hereby invoked."		
COSTCENTER: 86N01RX410 NWA: 100001285334-7DYB DIRECT CITE		
1. CONTRACT ACTION DESCRIPTION: Quality Innovative SOLUTION, Inc. (QIS) for labor, direct cite. Funding is for labor to perform Proj Mgt and Business Operations Support for PM Ammunition Analysis and Evaluation (A &E) Support Task 2.3.		
TI#: 001		
9001AA	130066415900001	
LLA :		
AG 1771508 M218 251 67854 067443 2D 163017 7RC72288246X		
COSTCENTER: 86N01RX410 NWA: 100001285327-7DYV DIRECT CITE		
1. CONTRACT ACTION DESCRIPTION: Quality Innovative Solutions, Inc. (QIS) for INCIDENTAL TRAVEL AND MATERIAL, direct cite. Funding to perform Proj Mgt and Business Operations Support for PM AMMO task 1.2 Engineering and Technical Services		

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 27 of 58	FINAL
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Support (ETSS) program tasking. PR for labor associated with these services is under requisition number

MOD P00003

7101AA 130073713700001

LLA :

AH 1781508 M218 251 67854 067443 2D 163017 8RC82140246X

COSTCENTER: 86N01RX410

NWA: 100001401328-8Y01 DIRECT CITE

1. CONTRACT ACTION DESCRIPTION: QIS for LABOR and ODC INCIDENTAL TRAVEL AND MATERIAL, direct cite. Funding is for test operations support for PM Ammunition, Service Life Accelerated Age Testing (SLAAT) (Task 1) and Engineering and Technical Services Support (Task 2) program tasking and Quality Systems Assessment Program (Task 4).

7101AB 130073803100001

LLA :

AJ 1781106 1A2A 251 67854 067443 2D M95450 8RCH216024LZ

COSTCENTER: 86N01RX410

NWA: 100001401329-8Y0B DIRECT CITE

1. CONTRACT ACTION DESCRIPTION: INVOKING 10 U.S.C. 2410(a) AUTHORITY FUNDING PROVIDED FOR AUG 29 2018, THRU APR 30 2019. 2410(a) REQUIRED TO COMPLETE THESE TASKS IN FY18/FY19. Quality Innovative Solutions, Inc. (QIS) for labor, direct cite. Funding is for labor to perform Proj Mgt and Business Operations Support for PM Ammunition In

7101AC 130073826100001

LLA :

AK 1781106 1A2A 251 67854 067443 2D M95450 8RCH216124LZ

COSTCENTER: 86N01RX410 NWA: 100001401330-8Y0B DIRECT CITE

1. CONTRACT ACTION DESCRIPTION: INVOKING 10 U.S.C. 2410(a) AUTHORITY FUNDING PROVIDED FOR AUG 29 2018, THRU APR 30 2019. 2410(a) REQUIRED TO COMPLETE THESE TASKS IN FY18/FY19. Quality Innovative Solutions, Inc. (QIS) for labor, direct cite. Funding is for labor to perform Proj Mgt and Business Operations Support for PM Ammunition Inventory Control Point Analysis and Evaluation (AE).

7101AD 130073837300001

LLA :

AL 1781106 1A2A 251 67854 067443 2D M95450 8RCH216224LZ

COSTCENTER: 86N01RX410 NWA: 100001401336-8Y0B Direct Cite

1. CONTRACT ACTION DESCRIPTION: INVOKING 10 U.S.C. 2410(a) AUTHORITY FUNDING PROVIDED FOR AUG 29 2018, THRU APR 30 2019. 2410(a) REQUIRED TO COMPLETE THESE TASKS IN FY18/FY19. Saalex Solutions for labor, direct cite. Funding is for labor in support of Marine Ammunition Knowledge Enterprise (MAKE) program requirements for PM Ammunition MAKE Engineering Support.

TI#: 002

9101AA 130073713700002

LLA :

AH 1781508 M218 251 67854 067443 2D 163017 8RC82140246X

COSTCENTER: 86N01RX410

NWA: 100001401328-8Y01 DIRECT CITE

1. CONTRACT ACTION DESCRIPTION: QIS for LABOR and ODC INCIDENTAL TRAVEL AND MATERIAL, direct cite. Funding is for test operations support for PM Ammunition, Service Life Accelerated Age Testing (SLAAT) (Task 1) and Engineering and Technical Services Support (Task 2) program tasking and Quality Systems Assessment Program (Task 4).

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 28 of 58	FINAL
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MOD P00006

7001AB 130066406600001

LLA :

AB 1771508 M218 251 67854 067443 2D 163017 7RC72288246X

COSTCENTER: 86N01RX410 NWA: 100001285327-7DYB DIRECT CITE

1. CONTRACT ACTION DESCRIPTION: Quality Innovative Solutions, Inc. (QIS) for labor, direct cite. Funding is for labor to perform Proj Mgt and Business Operations Support for PM AMMO task 1.2 Engineering and Technical Services Support program tasking.

TI#: 001

7001AC 130066425800001

LLA :

AC 1771508 M218 251 67854 067443 2D 163017 7RC72715246X

COSTCENTER: 86N01RX410 NWA: 100001284311-7DYB DIRECT CITE

1. CONTRACT ACTION DESCRIPTION: Quality Innovative Solutions, Inc. (QIS) for labor, direct cite. Funding is for labor to perform Proj Mgt and Business Operations Support for PM AMMO task 1.4 Quality Systems Assessment (QA) Program tasking.

TI#: 001

MOD P00008

7001AC 130066425800001

LLA :

AC 1771508 M218 251 67854 067443 2D 163017 7RC72715246X

COSTCENTER: 86N01RX410 NWA: 100001284311-7DYB DIRECT CITE

1. CONTRACT ACTION DESCRIPTION: Quality Innovative Solutions, Inc. (QIS) for labor, direct cite. Funding is for labor to perform Proj Mgt and Business Operations Support for PM AMMO task 1.4 Quality Systems Assessment (QA) Program tasking.

TI#: 001

9001AA 130066415900001

LLA :

AG 1771508 M218 251 67854 067443 2D 163017 7RC72288246X

COSTCENTER: 86N01RX410 NWA: 100001285327-7DYV DIRECT CITE

1. CONTRACT ACTION DESCRIPTION: Quality Innovative Solutions, Inc. (QIS) for INCIDENTAL TRAVEL AND MATERIAL, direct cite. Funding to perform Proj Mgt and Business Operations Support for PM AMMO task 1.2 Engineering and Technical Services Support (ETSS) program tasking. PR for labor associated with these services is under requisition number

R401703033 in the amount of

MOD P00009

7101AE 130077838300001

LLA :

AM 97X4930 NH1M 251 77777 0 050120 2F 000000 A00004989543

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 29 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

COSTCENTER: 86N01RX410

NWA: 100001429221-9NCT

1. CONTRACT ACTION DESCRIPTION: Quality Innovative Solutions, Inc. (QIS) for labor. Funding is for labor to perform Proj Mgt and Business Operations Support for NAVAIR Precision Guided Munitions (PGMs) technical writer and publishing support for Maverick/Hellfire/Griffin missile program.

TI#: 002

MOD P00010

7201AA 130078296100001

LLA :

AN 97X4930 NH1M 251 77777 0 050120 2F 000000 A00005026391

COSTCENTER: 86N01RX410

NWA: 100001413023-8YGB

1. CONTRACT ACTION DESCRIPTION: Quality Innovative Solutions, Inc. (QIS) for labor, Cost Reimbursable. Funding is for labor to perform Proj Mgt and Business Operations Support for Program Executive Officer Land Systems Ground/Air Task Oriented Radar (PEO LS GATOR) Program Support.

TI#: 003

7201AB 130078267800001

LLA :

AP 1791106 1A2A 251 67854 067443 2D M95450 9RCH212324LZ

COSTCENTER: 86N01RX410

NWA: 100001483242-9YIM DIRECT CITE

1. CONTRACT ACTION DESCRIPTION: Quality Innovative Solutions, Inc. (QIS) for labor, direct cite. Funding is for labor to perform Proj Mgt and Business Operations Support for PM Ammunition Inventory Management tasking for PM AMMO Task. Requesting 2410(a) authority be invoked.

TI#: 003

7201AC 130078307700001

LLA :

AQ 1791106 1A2A 251 67854 067443 2D M95450 9RCH212324LZ

COSTCENTER: 86N01RX410

NWA:100001483242-9YAE DIRECT CITE

1. CONTRACT ACTION DESCRIPTION: Quality Innovative Solutions, Inc. (QIS) for labor, direct cite. Funding is for labor to perform Proj Mgt and Business Operations Support for PM Ammunition Analysis and Evaluation (A&E) Support Task. Requesting 2410(a) authority be invoked to extend WCD to 4/30/2020

TI#: 003

7201AD 130078296600001

LLA :

AR 1791508 M218 251 67854 067443 2D 163017 9RC92136246X

COSTCENTER: 86N01RX4

NWA:100001484001-9QQ0 DIRECT CITE

CONTRACT ACTION DESCRIPTION: Quality Innovative Solutions, Inc. (QIS) for labor and incidental travel and material, direct cite. Funding is for labor to perform Proj Mgt and Business Operations Support for PM Ammunition, Productions Assessment Program.

TI#: 003

7201AE 130078307900001

LLA :

AS 1791508 M218 251 67854 067443 2D 163017 9RC92136246X

COSTCENTER: 86N01RX410

NWA: 100001484001-9SQ0 DIRECT CITE

CONTRACT ACTION DESCRIPTION: Quality Innovative Solutions, Inc. (QIS) for labor, direct cite. Funding is for labor to perform Proj Mgt and Business Operations Support for PM Ammunition, Service Life Accelerated Age Testing (SLAAT).

TI#: 003

7201AF 130078416100001

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 30 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

LLA :

AT 1791508 M218 251 67854 067443 2D 163017 9RC92136246X
 COSTCENTER: 86N01RX410
 NWA: 100001484001-9EQ0 DIRECT CITE CONTRACT ACTION DESCRIPTION: Quality Innovative
 Solutions, Inc. (QIS)
 for labor, direct cite. Funding is for labor to perform Proj Mgt and
 Business Operations Support for PM Ammunition, Procurement Engineering Support.
 TI#: 003

7201AG 130078296200001

LLA :

AU 1791106 1A2A 251 67854 067443 2D M95450 9RCH212324LZ
 COSTCENTER: 86N01RX410
 NWA: 100001483242-9YSM Direct Cite
 1.CONTRACT ACTION DESCRIPTION: Quality Innovative Solutions, Inc. (QIS) for labor,
 direct cite. Funding is for labor to perform Proj Mgt and Business Operations
 Support for PM Ammunition systems support tasking for PM AMMO.
 Requesting 2410(a) authority be invoked.
 TI#: 003

9201AD 130078296600002

LLA :

AR 1791508 M218 251 67854 067443 2D 163017 9RC92136246X
 COSTCENTER: 86N01RX4
 NWA: 100001484001-9QQ0 DIRECT CITE
 CONTRACT ACTION DESCRIPTION: Quality Innovative Solutions, Inc. (QIS)
 for labor and incidental travel and material, direct cite. Funding is
 for labor to perform Proj Mgt and Business Operations Support for PM Ammunition,
 Productions Assessment Program.
 TI#: 003

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 31 of 58	FINAL
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SECTION H SPECIAL CONTRACT REQUIREMENTS

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
- (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
- (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

(End of Text)

5252.216-9122 LEVEL OF EFFORT – ALTERNATE I (MAY 2010)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 146,855 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

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

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

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 32 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(d) The level of effort for this contract shall be expended at an average rate of approximately 1775 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 34 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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

(End of Text)

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(End of Text)

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

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

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

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

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

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

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

(End of Text)

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 35 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.216-8	Fixed Fee	JUN 2011
52.219-6	Notice of Total Small Business Set-Aside	NOV 2011
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
252.203-7004	Display of Hotline Poster	OCT 2015
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014

CLAUSES INCORPORATED BY FULL TEXT

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

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

ITEM(S) LATEST OPTION EXERCISE DATE

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT – ALTERNATE 1", (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 36 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(End of Clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 37 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

(End of clause)

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)

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

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

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

Covered defense information means unclassified controlled technical information or other information (as described in the Controlled Unclassified Information (CUI) Registry at

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 38 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

hat requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

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

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

- (1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government's activities related to clause 252.204-7012, and shall not be used for any other purpose.
- (2) The Contractor shall protect the information against unauthorized release or disclosure.
- (3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.
- (4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

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

- (i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and
- (ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) Subcontracts. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 39 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

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

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

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

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

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

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

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

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 40 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

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

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at [https://www.fbi.gov/foia/controlled-unclassified-information-registry](#) that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

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

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

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

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

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

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

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 41 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Rapidly report means within 72 hours of discovery of any cyber incident.

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

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

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

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST)

Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at

in effect at the time the solicitation is issued or as

authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email a _____ within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective,

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 42 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline

and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

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

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

(ii) Rapidly report cyber incidents to DoD at

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 43 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

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

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

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

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

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

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

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

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 44 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236);
or
- (5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.
- (j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.
- (k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.
- (l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.
- (m) Subcontracts. The Contractor shall--
- (1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and
- (2) Require subcontractors to--
- (i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and
- (ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 45 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

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

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

- (1) “Computer data base” means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.
- (2) “Computer program” means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
- (3) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.
- (4) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
- (5) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—
 - (i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and
 - (ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
- (6) “Detailed manufacturing or process data” means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.
- (7) “Developed” means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 46 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered “developed,” the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 47 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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

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

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 48 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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

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

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

(iv) Form, fit, and function data;

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

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

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

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

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

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

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

(2) *Government purpose rights.*

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

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

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

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 49 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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

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

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

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

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

(3) *Limited rights.*

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

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

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

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

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

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 50 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that—

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

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

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

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

(4) *Specifically negotiated license rights.* The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

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

(i) The parties have agreed otherwise; or

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

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

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

the Contractor.

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

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

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

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

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award 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	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
QI-Solutions CDRL tool and process.	Developed exclusively at private expense	Limited or Government purpose rights under this contract	QI-Solutions

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

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 52 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

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

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

(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 restrictions.

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

GOVERNMENT PURPOSE RIGHTS

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 53 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Contract No. N/A Contractor Name: N/A Contractor Address: N/A

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. N/A Contractor Name: N/A Contractor Address: N/A

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. N/A, License No. N/A. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings

(End of legend)

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

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

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 54 of 58	FINAL
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(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

(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

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 55 of 58	FINAL
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Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

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

(k) *Applicability to subcontractors or suppliers.*

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

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at 252.227-7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

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

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

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

(End of clause)

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

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 56 of 58	FINAL
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(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

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

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

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

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

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

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

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****
QI-Solutions CDR L and process	Developed exclusively at private expense	Limited or Government purpose rights under this Contract	QI-Solutions

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 57 of 58	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

*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.

(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.

(End of provision)

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N6426717F3004	AMENDMENT/MODIFICATION NO. P00011	PAGE 58 of 58	FINAL
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SECTION J LIST OF ATTACHMENTS

Exhibit A CDRLs and DIDs

Attachment 1 Level of Effort

Attachment 2 NSWC Corona General Requirements

Attachment 3 Service Contract Act Area Wage Determination

Attachment 4 Government Furnished Property