

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
09

3. EFFECTIVE DATE
30-May-2017

4. REQUISITION/PURCHASE REQ. NO.
1300469140

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

6. ISSUED BY CODE
N00014

7. ADMINISTERED BY (If other than Item 6) CODE
S2404A

Office of Naval Research
875 N. Randolph St
Arlington VA 22203-1995
caitlin.o'neill@navy.mil 703-696-0802

DCMA Manassas
14501 George Carter Way, 2nd Floor
Chantilly VA 20151

SCD: C

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

Envisioneering
5904 Richmond Highway Suite 300
Alexandria VA 22303-1864

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4047-EE01

10B. DATED (SEE ITEM 13)

01-May-2015

CAGE CODE
1PQS6

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

- (*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- [X] D. OTHER (Specify type of modification and authority)
FAR 43.103(a) Bilateral Modification; Mutual Agreement of the Parties

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

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

Chris Secor, Director, Contracts and Pricing

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

Tracie L Simmons, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

/s/Chris Secor
(Signature of person authorized to sign)

30-May-2017

BY /s/Tracie L Simmons
(Signature of Contracting Officer)

30-May-2017

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

The purpose of this modification is:

- 1) Revise Section G, paragraph 5.0 in order to list Mr. Richard 'Tommy' Willis as the Alternate COR, and
- 2) Revise Section J in order to incorporate Attachment 5 entitled "Alternate COR Appointment Letter, R. Willis"

Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$3,462,391.00 by \$0.00 to \$3,462,391.00.

The total value of the order is hereby increased from \$5,966,440.81 by \$0.00 to \$5,966,440.81.

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

CLIN/SLIN From To

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R408	BASE PERIOD: Technical, Programmatic, Engineering and Acquisition Support Services to Code 31 IAW Task Order Statement of Work. (RDT&E)	7360.0	LH	\$986,416.00	\$30,865.00	\$1,017,281.00
700001	R408	ACRN: AA \$102,000 (1300469140) (RDT&E)					
700002	R408	ACRN: AB \$63,000 (1300469140) (RDT&E)					
700003	R408	ACRN: AC \$88,000 (1300469140) (RDT&E)					
700004	R408	ACRN: AD \$117,255 (1300469140) (RDT&E)					
700005	R408	ACRN: AE \$80,000 (1300469140) (RDT&E)					
700006	R408	ACRN: AF \$240,062 (1300469140) (RDT&E)					
700007	R408	ACRN: AE \$2,500 (1300469140) (RDT&E)					
700008	R408	ACRN: AF \$8,485 (1300469140) (RDT&E)					
7100	R408	OPTION FOR YEAR 2: Technical, Programmatic, Engineering and Acquisition Support Services to Code 31 IAW Task Order Statement of Work. (RDT&E)	9813.0	LH	\$1,334,161.00	\$51,161.00	\$1,385,322.00
710001	R408	ACRN: AG \$13,270.00 (1300469140) (RDT&E)					
710002	R408	ACRN: AH \$32,696.00 (1300469140) (RDT&E)					
710003	R408	ACRN: AF \$737,895.00 (1300469140) (RDT&E)					
710004	R408	ACRN: AJ \$86,267.00 (1300469140) (RDT&E)					
710005	R408	ACRN: AK \$99,078.00 (1300469140) (RDT&E)					
710006	R408	ACRN: AL \$169,224.00 (1300469140) (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710007	R408	ACRN: AF \$181,943.00 (1300469140) (RDT&E)					
710008	R408	ACRN: AF \$20,000.00 (1300469140) (RDT&E)					
710009	R408	ACRN: AF \$20,000.00 (1300469140) (RDT&E)					
7200	R408	OPTION FOR YEAR 3: Technical, Programmatic, Engineering and Acquisition Support Services to Code 31 IAW Task Order Statement of Work. (RDT&E)	22325.0	LH	\$3,006,117.87	\$142,052.94	\$3,148,170.81
720001	R408	ACRN: AM \$145,848.00 (1300469140) (RDT&E)					
720002	R408	ACRN: AN \$857,866.00 (1300469140) (RDT&E)					
720003	R408	ACRN: AP \$126,928.00 (1300469140) (RDT&E)					
720004	R408	ACRN: AQ \$149,210.00 (1300469140) (RDT&E)					
7300	R408	OPTION FOR YEAR 4: Technical, Programmatic, Engineering and Acquisition Support Services to Code 31 IAW Task Order Statement of Work. (RDT&E) Option	22080.0	LH	\$2,934,793.00	\$146,010.00	\$3,080,803.00
7400	R408	OPTION FOR YEAR 5: Technical, Programmatic, Engineering and Acquisition Support Services to Code 31 IAW Task Order Statement of Work. (RDT&E) Option	22080.0	LH	\$2,994,575.00	\$148,990.00	\$3,143,565.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R408	BASE PERIOD: Travel, Other Direct Cost and NMCI Seats associated with performance (includes applicable G&A and Material & Handling) (No subcontractor or consultant costs) (RDT&E)	1.0	LO	\$127,000.00
900001	R408	ACRN: AE \$17,500 (1300469140) (RDT&E)			
900002	R408	ACRN: AF \$0 (1300469140) (RDT&E)			
9100	R408	OPTION FOR YEAR 2: Travel, Other Direct Cost and NMCI Seats associated with performance (includes applicable G&A and Material & Handling) (No subcontractor or consultant costs) (RDT&E)	1.0	LO	\$135,667.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
910001	R408	ACRN: AF \$45,364.00 (1300469140) (RDT&E)			
910002	R408	ACRN: AJ \$5,000.00 (1300469140) (RDT&E)			
910003	R408	ACRN: AK \$3,000.00 (1300469140) (RDT&E)			
9200	R408	OPTION FOR YEAR 3: Travel, Other Direct Cost and NMCI Seats associated with performance (includes applicable G&A and Material & Handling) (No subcontractor or consultant costs) (RDT&E)	1.0	LO	\$153,000.00
920001	R408	ACRN: AN \$50,000.00 (1300469140) (RDT&E)			
9300	R408	OPTION FOR YEAR 4: Travel, Other Direct Cost and NMCI Seats associated with performance (includes applicable G&A and Material & Handling) (No subcontractor or consultant costs) (RDT&E)	1.0	LO	\$196,333.00
		Option			
9400	R408	OPTION FOR YEAR 5: Travel, Other Direct Cost and NMCI Seats associated with performance (includes applicable G&A and Material & Handling) (No subcontractor or consultant costs) (RDT&E)	1.0	LO	\$196,333.00
		Option			

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1. Background

The mission of the Office of Naval Research (ONR) is to shape the future Naval force, anticipate capability requirements, and to provide the Science and Technology foundation needed for our Navy and Marine Corps to maintain a decisive technological advantage. Its vision is to be the preeminent S&T organization, recognized both inside and outside the Department of the Navy, as the place to go with good ideas and innovative concepts. ONR inspires and guides breakthrough innovations and transitions state-of-the-art technology solutions to the Navy and Marine Corps.

Within this organization, the Command and Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) Department of the Office of Naval Research (ONR 31) manages an integrated portfolio of basic research, applied research and advanced technology designed to enable the Navy Information Dominance (NID) strategy.

The NID strategy is composed of the following broad general areas:

- Spectrum Dominance
 - Enabled by advanced electronics, networks, communications, sensors, information operations and electronic warfare technologies.
- Full Spectrum Cyber
 - Enabled by advanced computer network defense, network attack, information operations and network exploitation technologies.
- Decision Making Superiority
 - Enabled by computational mathematics, machine reasoning, decision making from large information networks, information exploitation in support of kill chain execution, and data error management technologies.

2. Statement of Work

2.1 Objective

This solicitation seeks technical, programmatic, engineering and acquisition support services in the following tasks:

- Science and Technology Planning, Management Support, and Maintenance
- Program Assessments
- Wargame Participation
- Future Naval Capabilities (FNC) Program Support and Maintenance
- Testing and Test Support
- Systems Engineering and Integration (SE&I) Services
- Liaison with Government, Academia, and Industry, and
- Providing expert advice on state-of-the-art Electronics, Sensors, Networks, and Surveillance as well as of military strategy, operations, tactics, training, and capabilities

Services shall encompass a full range of support activity including: liaison, administrative and organizational support, process development, and technical analysis activity required for the planning, coordination, execution, and technical assessment of the ONR S&T programs.

2.2 Scope

The scope of work requires technical support services from experienced contractor support staff that has the unique capability to provide both program acquisition support and technical expertise to

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analyze, evaluate and assist in shepherding emergent technologies from concept to transition.

ONR 31 program officers require a broad range of quick reaction technical support services. ONR 31 is seeking a diverse set of professional engineering, analytical, and technical support specialists, along with programmatic, management and operational support services for the purpose of developing, executing, demonstrating and transitioning a portfolio of science and technology programs into fleet products. Support may also be provided to ONR Program Officers in other departments working C4ISR or NID programs, if approved by the COR or Contracting Officer.

2.3 Technical Tasks/Requirements

The Contractor will provide specific technical, programmatic and operational support personnel to the Office of Naval Research in the areas of NID for multiple aspects of the Naval Technology Development Cycle. The tasks under this effort include:

2.3.1 Science and Technical Planning, Management, Support, and Maintenance

The Contractor shall conduct studies as directed by the Program Officer for specific Discovery and Invention (D&I), Future Naval Capabilities (FNC), and other efforts. These studies will focus on the coordinating Science and Technology (S&T) developments with program office schedules and identifying and solidifying dates and requirements for transition to that program. This task also includes the development and/or maintenance of Technology Transition Agreements (TTAs).

The Contractor shall conduct requirements studies and technology assessments, as directed, in support of ONR S&T investment portfolio development. The Contractor shall provide recommendations for aligning S&T development with Naval Sea Systems Command (NAVSEA), Naval Facilities Engineering Command (NAVFAC), Marine Corps Systems Command (MCSC), and Naval Air Systems Command (NAVAIR) technology roadmaps and spiral design timelines, as well as with other service and Department of Homeland Security when applicable. The Contractor shall assist in establishing Technology Transition Agreements (TTAs) with resource sponsors, systems commands, and industry, as applicable. When necessary to support TTA development, the Contractor shall work closely with the Transition Program Office and Principal Investigator(s) to flesh out an initial acquisition strategy.

The Contractor shall contribute to and report results of Mission Capability Package analyses that relate to S&T. As gaps are recognized and developed, ensure that S&T efforts are recognized and allocated within appropriate gaps. The Contractor shall support Navy S&T assessment of current Navy and joint requirements, including Mission Needs Statements (MNS), Capability Development Documents (CDD), Initial Capability Documents (ICD), and Operational Requirements Documents (ORD). As necessary, the Contractor shall conduct system studies including analysis and assessment of legacy platform combat system hardware/software configurations to quantify risk and cost of technology insertion/transition.

The Contractor shall develop roadmaps for the transition of S&T programs as directed by the Program Officer. These roadmaps will focus on those technologies appropriate to satisfy existing, and projected, naval operational capability shortfalls, and identify programs in the Program Objective Memorandum (POM) into which these technologies can be inserted. As part of this road map-development process, the contractor will work with Program Officers, Advocates and Resource Sponsors to ensure an understanding of the risk-reduction requirements ONR must meet in its S&T program, and the milestone opportunities for technology insertion relevant to each potential candidate program. Once an initial roadmap has been developed, it must be maintained to reflect the status of the S&T program as well as the acquisition program at which the technology is aimed.

The Contractor shall support ONR planning, managing, and providing oversight for specific projects as well as liaising between multiple government agencies to recognize Navy needs and help the

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Warfighter, Acquisition Manager, and Resource Sponsor understand the benefits of leveraging ONR's S&T capabilities and maximize the opportunity for technology transition. The Contractor shall draft and coordinate management and execution documents, S&T program guidance, budgets, and schedules, including identification of transition opportunities and preparation of financial planning and fiscal execution documents.

The Contractor shall assist with providing program oversight support consisting of, but not limited to, planning and conducting scheduled and impromptu program reviews and technical assessments to insure that technology program goals and status of milestones are in accordance with approved program plans, as well as working with Stakeholders to develop Memoranda of Agreement/Understanding when necessary.

The Contractor shall provide management support consisting of, but not limited to, preparation of correspondence, presentations, reviews, reports, coordinating responses to congressional requests for information/issues, and preparation and coordination of periodic revisions to Program Element (PE) Research, Development, Test and Evaluation, Navy (RDT&E,N) Budget Item Justification Sheet (R2s) for approval by the COR and relevant Program Officers.

The Contractor shall assist ONR Principal Investigators and execution staff in developing program Execution Plans (EPs).

The Contractor shall support the Planning, Programming, Budgeting and Execution (PPBE) Process. This support includes developing budgets, reports, and presentations as necessary to support the PPBE process as well as tracking projected and actual expenditures to the PE, Funding Resource Codes (FRC) or Work Breakdown Structure (WBS), and project level.

The Contractor shall provide support to the FNC Execution Manager for the development and execution of the Anti-Terrorism/Force Protection (AT/FP) Enabling Capabilities (EC) and projects.

2.3.2 Program Assessments

ONR continually conducts technical reviews of its programs. During the course of building, executing, and transitioning its programs, the Contractor shall provide access to small groups of Subject Matter Experts (SMEs) for gathering and/or exchanging information related to the impact specific programs can be expected to have on military operations and capability shortfalls. Such reviews could be helpful in gathering information that can assist in making program tradeoff decisions as well as in preparing program decision documentation. The contractor will be required to provide SMEs who will be called upon on a periodic basis to provide a senior-level review of emerging technologies that support mission requirements.

When assembling small groups of subject-matter-experts, the Contractor shall coordinate the location or venue for any meeting of the panel, collect Nondisclosure Agreements (NDAs) from participants, perform reviews in coordination with the ONR Office of General Counsel (OGC) to determine if participants may have conflicts of interest (personal or organizational), and coordinate program presentations with ONR staff and shall keep the cognizant program officer fully informed in this regards. These NDAs shall be given to the COR for retention in the COR's contract file. Upon completion of the reviews, the Contractor will provide a written report of the reviewers' comments.

The Contractor shall support annual **meetings** to remain apprised of current and emerging surveillance capabilities.

The Contractor shall support project reviews and subject matter conferences and/or interchanges as directed by the COR.

The Contractor shall support S&T program international coordination and liaison.

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The Contractor shall support technology readiness assessments as directed.

2.3.3 Wargame Participation

ONR continually updates its S&T investment plans to address operational capability shortfalls that the United States Naval Forces will face. Wargames are often used as a means of developing before and after metrics for S&T. The Contractor shall provide personnel and services to support the planning, designing, coordinating, and managing of all aspects of a Wargame. The tasks may include but are not limited to the following.

Wargame Design and Planning: The contractor shall ensure the wargame design provides for player participation by representatives of the functional-area advocates, resource requirements officers, and the operating forces.

Execution: The Contractor shall identify and coordinate the execution required to play the wargame. Facilities identified will be available at no cost to this contract.

Post Execution: The Contractor shall perform liaison between game designers and government S&T personnel for the purposes of identifying operational shortfalls. The Contractor shall characterize operational shortfalls according to those that require potential technology solutions and those that do not. The Contractor shall ensure shortfalls requiring technology solutions are prioritized by the game players, as approved by the COR. The Contractor shall assist in developing S&T requirements that stem from the prioritized shortfall list.

Summary Game Report: At the conclusion of the game, the Contractor shall write a summary game report in which the limitations of current forces and the implied S&T challenges of those limitations will be identified. The Contractor shall provide a review draft of the final report within twenty (20) working days of the end of the game. A final report, incorporating the sponsor's comments, shall be provided within five (5) working days of the receipt of the sponsor's comments.

2.3.4 Future Naval Capabilities (FNC) Support and Maintenance

The Contractor shall provide personnel to coordinate and edit the recurring updates of the FNC Business Plan. This effort will be conducted under the supervision of the FNC Program Manager or his designee. Services shall include the following tasks:

Coordinate FNC Inputs: The Contractor shall ensure the FNC Project Lead have the latest required formats, and will ensure each understands how his/her programs must be incorporated and displayed in the required format. The Contractor will identify those sections which need to be updated.

Produce Business Plan: The Contractor shall solicit and collect the inputs from each Project Lead and produce an updated draft Business Plan for the FNC Program Manager's review. As part of this review, the Contractor shall facilitate necessary staff-level meetings to resolve any programmatic or documentation issues. Using the mark-up from the FNC Program Manger's review, the Contractor shall produce a final updated Business Plan for the FNC Program Manager to submit to ONR management.

The Contractor shall work closely with the Office of Naval Research (ONR), Naval Operations (OPNAV), and Systems Commands (SYSCOMs) to develop and update Technology Transition Agreements that assure benefits of technology insertion to the fleet.

In conjunction with the Principal Investigator and Integrated Product Teams (IPTs), the Contractor shall develop and update project Execution Plans.

The Contractor shall collect, review, and summarize monthly project reports for FNC leadership.

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Under direction of the FNC manager, the Contractor shall develop timely responses to FNC leadership tasking.

2.3.5 Testing and Test Support

In support of incremental S&T testing, the Contractor shall work with the S&T Performer, S&T program officer, and transition representatives to develop test objectives and metrics. The Contractor shall coordinate with facilities and area managers to reserve airspace, waterspace, and essential facilities, and with fleet planners to assure availability of operational combatants. The Contractor shall develop test plans which at a minimum outline primary and any secondary test purposes, system under test, system configurations and setup, metrics, data collection and analysis plan, instrumentation, schedule, and participants. The Contractor shall coordinate with test personnel and agencies to meet data collection objectives and ensure recorded data is archived and accessible. After the test and prior to complete data analysis, the Contractor shall publish a "quick look" summarizing expected test outcomes and issues. The Contractor shall assemble the data analysis working group, conduct analysis and establish performance with respect to objectives and metrics as well as isolate and characterize system performance with respect to any emergent issues. Publish test after action report.

The Contractor shall provide support for transition and for ongoing at-sea testing, for events such as Operational Adaptation exercises, Persistent Autonomous Surveillance experiments, Distributed Aperture System Infrared Search and Track (DAS IRST) program, and NATO Sea Sparrow (NSSMS) at-sea testing.

2.3.6 Systems Engineering and Integration (SE&I) Services

The Contractor shall provide systems engineering, interface documentation, and technology guidance for integrating ONR technologies into US Navy, Coast Guard, Army, and Air Force sensors and systems. Particular attention will be given to the integration with legacy systems, with strict adherence to open integration and communications protocols in order to deliver a system that will support the notion of a common operating picture that can be shared across Department of Defense (DoD), Department of Homeland Security (DHS), and local responder domains. Efforts will be coordinated with multiple government agencies, laboratory personnel, universities, and contractors.

The Contractor shall provide support to ONR for Advanced Technology Demonstrations and other demonstrations involving the integration and test of advanced active and passive sensor packages. The Contractor will support ONR in the planning, identification, design and government's acquisition of near-term support (hardware, software and firmware) to enable prototype equipment to be built and supported during demonstrations and test periods, and will take responsibility to ensure that integration issues are identified early and that appropriate workarounds are developed to reduce risk to the overall demonstration.

The Contractor shall assist ONR in analyzing sensor data, communications capabilities, integration effectiveness, both cognitively and through modeling and simulation when necessary.

The Contractor shall conduct system studies including analysis and assessment of legacy platform combat system hardware/software configurations to quantify risk and cost of technology insertion/transition.

The Contractor shall assist in preparing and drafting analyses, presentations, testimonials, speeches, reports, program management goals, objectives and results associated with ONR's technology development efforts.

Where such standards exist, the Contractor will support development consistent with Navy Open Architecture and Joint Technical Architecture standards. Where no standards exist, contractor will

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assist in establishing consensus on a working set of standards leading to a single, open, unifying technical architecture.

The Contractor will support live testing as directed. This includes assisting in the development of detailed test objectives, executable test plans and data analysis plans, asset scheduling, test execution, data analysis, and reporting of results.

The Contractor shall conduct engineering design and safety analysis related to air vehicle, surface vehicle, and land vehicle test and integration. This includes interaction with appropriate government class desks, safety of flight authorities, frequency management authorities, with a demonstrated understanding of Navy regulations, environmental impact, and load analyses to include structural, aerodynamic, and hydrodynamic. The contractor will provide assistance during testing by work with the Naval Air Systems Command (NAVAIR) to enable equipage authorizations for airborne testing.

2.3.7 Material Support

The Contractor shall, at the direction of the Contracting Officer's Representative, provide supplemental material support to major test and demonstration events to ensure timely and successful completion of planned experiments involving multiple ONR technical solutions. This may include the procurement of incidental hardware, fuel and shipping charges, procurement of communications solutions, software, safety gear, analysis and documentation, licensing fees, calibration and test targets. Total material support across all areas shall comply with the Other Direct Cost requirements in Section G and the not to exceed limits in Section B.

2.3.8 Liaison

The Contractor shall liaise with the Air Force, Army, and Department of Homeland Security, including U. S. Coast Guard, to assist in planning, managing, and executing S&T efforts that support joint objectives.

The Contractor shall coordinate with appropriate Office of the Chief of Naval Operations(OPNAV) staff, Fleet Forces Command (FFC), Naval Sea Systems Command (NAVSEA), Space and Naval Warfare Systems Command (SPAWAR), Naval Facilities Engineering Command (NAVFAC), and Naval Air Systems Command (NAVAIR) resource sponsor and program offices in the development and execution of associated acquisition programs.

The Contractor shall assist the Program Officer in coordination and technical liaison with other services/agencies, government laboratories, universities, and industrial performers.

The Contractor shall support relevant Integrated Product Teams planning, management, and execution.

The Contractor shall coordinate activities and information flow between ONR, NAVSEA, the Marine Corps Combat Development Command (MCCDC), the Marine Corps Warfighting Lab (MCWL), Marine Corps Systems Command (MCSC) and other commands and agencies.

The Contractor shall support participation with The Technical Cooperation Program (TTCP), North Atlantic Treaty Organization (NATO) AT/FP and Sensor Technology (SEN) panels, and other international cooperative technology efforts as directed.

The Contractor shall be required to assist Program Officers with out-reach, and coordination, with the Naval and joint community including: fleet, requirements, acquisition, contractors, universities, coalition partners, North Atlantic Treaty Organization (NATO) and Technical Cooperation Panels.

The Contractor shall provide Science and technology support for field experimentation and

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demonstrations.

Work under this effort will include Travel in support of ONR activities such as conferences, international collaborations, operational exercises, operational demonstrations, integration and planning meetings, as approved by the COR.

2.4 Reports Data and Other Deliverables

Electronic submission is encouraged for all reports.

2.4.1 Monthly Progress and Status Reports

The Contractor shall provide monthly progress and financial status reports to the COR and the Contract Officer/Specialist. For this report, monthly technical progress can be provided in contractor format (subject to COR approval). The financial status portion of the monthly report shall be provided in the format and with the required information found on the Contractor Monthly Financial Status Report Template found at the following site: <http://www.onr.navy.mil/Contracts-Grants/manage-contract.aspx>. The format for the financial status reports may be updated during the life of the contract/task order and if the report template is updated the new version will be uploaded to this website (or any successor website identified via administrative modification to the contract/task order) and the Contractor will be notified that an updated version shall be used for future submissions. The monthly financial status report requires the information to be provided as indicated in the Contractor Monthly Financial Status Report Template.

2.4.2 Program Reviews

The Offeror shall provide the results of all Program Reviews attended. These shall include the name of the program/project being reviewed, the date and location of the review, the occasion of the review (why the review was being conducted), who was conducting the review, any action items or decisions made as a result of the review, and any recommendations for action the Offeror has for action or follow-up. The Contractor shall incorporate COR recommendations in developing the format of this report.

2.4.3 Ad Hoc Reports/Presentations

The Offeror shall provide as required ad hoc reports and presentations. The required format, timing, content and distribution shall be provided at the time the requirement is provided.

2.4.4 Quality Control Plan

The Contractor shall provide a quality control plan to the COR within 60 days after contract award. This report shall define policies and procedures for managing productivity, quality, and cost control. The Contractor shall incorporate COR recommendations in developing the format/content of this report.

2.4.5 Government Furnished Equipment and Government Furnished Materials (GFE/GFM) Report

The Contractor shall maintain accountability and inventory records of all GFE/GFM either purchased under the ODC CLINs of this effort or furnished by the Government. This report shall be provided as required (but no more frequently than annually) and with the final monthly progress report of the final Option CLIN. The Contractor shall incorporate COR and/or Contracting Officer recommendations in developing the format of this report.

2.4.6 Enterprise-Wise contractor Manpower Reporting Application (ECMRA) Reports.

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

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

2.4.7 Final Report

The Offeror shall provide a final report which summarizes the major findings and accomplishments during the period of performance as well as a summary of all prior submitted monthly reports. The Contractor shall incorporate COR and/or Contracting Officer recommendations in developing the format of this report.

3. Personnel Requirements

3.1 Personnel Qualifications

The Offeror shall provide qualified personnel to manage and execute all aspects of the statement of work. All personnel proposed under the task order must meet or exceed the personnel qualifications. Each Full Time Equivalent position must be provided by a single qualified individual. The Government shall have a minimum of seven (7) calendar days to review and approve the qualifications of substitute/replacement personnel prior to reporting to work. The Offeror shall be prepared to provide other personnel immediately (within five (5) calendar days) should any of the substitute/replacement personnel be considered unqualified.

The following general skill sets are required to support the tasks.

3.1.1 All personnel must be thoroughly familiar and proficient in the use of commercial software packages such as Microsoft Word, Project, Excel and PowerPoint. Experience with Oracle based systems is highly desirable.

3.1.2 The Offeror shall provide qualified personnel in the following specific technical areas: system engineering, technology development, technology evaluation, and large system optimization to meet emergent naval priorities. The Offeror shall provide personnel with strong technical, programmatic and operational science and technology support in the areas defined below.

3.1.3 Strong communications skills across the science and technology community are required.

3.1.4 Minimum of a Secret Security Clearance is required at time of award. TOP SECRET, SENSITIVE COMPARTMENTED INFORMATION (TS/SCI) clearance is required for some personnel categories, as described in Section 3.3.

3.2 Personnel Levels

The Offeror shall support research, development, test and engineering efforts related to NID

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programs by providing qualified senior, middle or entry level technical support specialists for the labor categories, as described in Section 3.3 below. The contractor must provide at least one certified professional engineer with a clear history of working with the Naval Air Systems Command (NAVAIR) to enable equipage authorizations for airborne testing. This certified professional engineer must be provided under one of the personnel categories described in Section 3.3 as Senior Level and in Section 3.4 as “immediate”.

Personnel levels for Senior, Middle and Entry levels are provided as follows:

Senior Level

Proposed senior level personnel **must** possess a Doctor of Philosophy (PhD) plus 15 years’ experience, a Master of Science (MS) plus 20 years of experience, or a Bachelor of Science (BS) plus 25 years of experience in one, or more, of the desired competencies. These candidates **must** have a demonstrated relevant science and technology experience and a thorough working knowledge of the phenomenology, development and application of technology in their relevant area of expertise to naval requirements. Evidence of the candidate’s knowledge and prior experience shall be provided, such as:

- Educational and professional experience
- Relevant publications, patents, citations, and awards
- Broad naval operational and staff experience across the sub-surface, surface, and aviation communities
- Relevant certification, such as, Professional Engineering, that enable advising on the approval of test and human safety factors during operations and experimentation phases
- Relevant major international program support via NATO or other similar international science and technology organization
- Relevant major acquisition program management experience focused on moving technology from science and technology to acquisition systems
- Relevant development of demonstration and prototype hardware, software and systems

Middle Level

Proposed middle level personnel **must** possess a Doctor of Philosophy (PhD) plus five (5) years’ experience, a Master of Science (MS) plus eight (8) years of experience, or a Bachelor of Science (BS) plus 10 years of experience in one, or more, of the desired competencies. The personnel **must** have demonstrated relevant science and technology experience, and a thorough knowledge of, the phenomenology, development and application in their area of expertise. Evidence of the candidate’s knowledge and prior experience shall be provided, such as:

- Educational and professional experience
- Relevant publications, citations, and awards
- Naval operational and/or staff experience with sub-surface, surface, and aviation communities
- Relevant certification, such as, Professional Engineering, that enables advising and approves test and human safety factors during operations and experimentation phases.

Entry Level

The proposed entry level personnel **must** possess a Doctor of Philosophy (PhD), a Master of Science (MS) plus two (2) years of experience, or a Bachelor of Science (BS) plus four (4) years of experience in one (1), or more, of the desired competencies. The personnel **must** have demonstrated relevant science and technology experience, and knowledge of, the phenomenology, development and application of technology relevant to their area of expertise. Evidence of the candidate’s knowledge and prior experience shall be provided, such as:

- Educational and professional experience
- Applicable Thesis, or dissertation, to an area of relevant subject matter
- Relevant publications, citations, and awards
- Performance within an engineering development team

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- Naval operational and staff experience within a sub-surface, surface, and/or aviation communities.

3.3 Personnel Categories

3.3.1 Electro-Optical and Infrared (EO/IR) Specialist

This category shall possess a minimum of SECRET clearance

The Senior Level EO/IR Specialist category shall have relevant recent participation in the EO/IR research community of interest, to assist ONR in developing electro-optical, infrared, and millimeter wave sensors used by the naval enterprise to detect, classify, identify, localize, track, target, engage and assess air and surface contacts in the maritime and littoral environment. The category will be required to assist the program officer in the development and management of a basic, applied, and advanced development research portfolio in fundamental phenomenology, focal planes, optics, RF photonics, spatial light modulation, optical signal processing and display improvement for both active and passive electro-optical sensor systems. This category will also assist in the evaluation and identification of technical solutions that meet Naval requirements, developing concepts of operation, developing doctrine, experimentation and assessment of any proposed technical solutions.

3.3.2 Radio Frequency (RF) Surveillance Specialist

The Senior Level RF Surveillance Specialist category shall assist the program officer in developing RF based surveillance technologies in areas that include: mono-static radar, bi-static radar, multi-static radar, passive sensing, electronic protection, and electronic attack for RF sensors used by the Naval enterprise to detect, classify, identify, localize, track, target, engage and assess air, surface and ground contacts in all weather. Expertise is required to assist the program officer in the management of a basic, applied, and advanced development research program developing fundamental phenomenology, active and passive RF, frequency converters, excitors, receivers, digital processing, mixed analog and digital circuitry, installation, integration and networking. This category will also assist in the evaluation and identification of technical solutions to meet navy requirements, developing concept of operations, developing doctrine, maturing material solutions, conducting experimentation and assessing proposed technical solutions. SCI Clearance is required to perform analysis which will include feasibility studies for joint RF implementation which includes nation technical means.

This category shall possess a minimum of SECRET clearance however personnel with a current eligible SSBI or an active TOP SECRET clearance will be more favorably rated.

3.3.3 Anti-Terrorism Force Protection (AT/FP) Specialist

The Senior Level AT/FP Specialist category shall assist the program officer in management of a basic, applied, and advanced development research program in modeling and analysis of asymmetric threats, ship and shore based all-weather asymmetric threat sensing, sub-surface asymmetric threat detection in regions of high ambient noise and reverberation, technology to reduces the manpower required for force protection, determination of hostile intent, human factors, employment of lethal and non-lethal force against asymmetric threats, maritime command and control, maritime domain awareness and coalition information sharing. This category will also assist in the evaluation and identification of technical solutions, analysis of requirements, developing concept of operations development, developing doctrine, maturing material solutions, experimentation, operations and operational evaluation proposed solutions.

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This category shall possess a minimum of SECRET clearance however personnel with a current eligible SSBI or an active TOP SECRET clearance will be more favorably rated.

3.3.4 Electronic Device and Materials Specialist

The Senior Level Electronic Device and Materials Specialist category shall have strong expertise in electronics, materials and system engineering including chip scale electronics, modulators, demodulators, self-repairing circuits, power supplies, frequency converters, mixed mode circuitry, photonics, superconducting materials, high stability oscillators and material physics. This category should have knowledge/experience in mechanical and electrical platform integration issues including thermal, vibration, shock, electro-magnetic interference and environmental effects. Knowledge/experience in advanced modulation and signal processing for radar, communications, electronic warfare and sensing is desired.

This category shall possess a minimum of SECRET clearance however personnel with a current eligible SSBI or an active TOP SECRET clearance will be more favorably rated.

3.3.5 Precision Navigation and Timing Specialist

The Senior Level Precision Navigation and Timing Specialist category shall have strong expertise in the area of inertial navigation solutions, inertial measurement technology, precision time sources, time transfer, global positioning systems, RF and non-RF positioning, fiber optic gyros, atomic clocks, quantum devices, interferometry precision, optical comb filters, electro-magnetic propagation, gravitometry, electro-magnetic scattering and other phenomenology as applied to state of the art navigation solutions. This category must have experience in the science of navigation and timing in a generic way that will allow him to contribute to both GPS and non-GPS approaches for navigation. This category will support a highly technical portfolio in GPS anti-jam, tightly coupled GPS and inertial navigation system (INS) devices, atomic clock development, and non-GPS navigation devices.

This category shall possess a minimum of SECRET clearance however personnel with a current eligible SSBI or an active TOP SECRET clearance will be more favorably rated.

3.3.6 Information Operations Specialist

The Senior Level Information Operations Specialist category shall have strong expertise in the area of information operations science and technology. This category should have extensive background in information operations technique development and analysis, signal processing, cyber and all aspects of current information operations capability development from concept to experimentation. This category will possess a strong background in commercial standard development and understanding, networking, emerging cyber guidance and information interoperability, information management and information security issues.

This category shall possess minimum of TOP SECRET clearance.

3.3.7 Information Operations Specialist

The Middle Level Information Operations Specialist category shall have strong expertise in the area of information operations science and technology. This category should have extensive background in information operations technique development and analysis, signal processing, cyber and all aspects of current information operations capability development from concept to experimentation. This category will possess a strong background in commercial standard development and understanding, networking, emerging cyber guidance and information interoperability, information management and information security issues.

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This category shall possess minimum of TOP SECRET clearance.

3.3.8 Information Integration Specialist

The Senior Level Information Integration Specialist category shall have strong expertise in the areas of information integration science and technology. This category should have a background in data representation, sensor fusion, data fusion, machine reasoning and learning, mission planning, and techniques to adapt a system including the sensors and the sensor processing in the context of a mission. This category should also possess demonstrated prior experience with at least one domain of operational relevance such as Anti-Submarine Warfare or Real Time Retargeting. This category will also assist the program officer in the following: evaluation and identification of technical solutions that meet naval requirements, developing concepts of operation, developing doctrine, experimentation and assessment of any proposed technical solutions.

This category shall possess minimum of TOP SECRET clearance.

3.3.9 Information Integration Specialist

The Middle Level Information Integration Specialist category shall have strong expertise in the areas of information integration science and technology. This category should have a background in data representation, sensor fusion, data fusion, machine reasoning and learning, mission planning, and techniques to adapt a system including the sensors and the sensor processing in the context of a mission. This category should also possess demonstrated prior experience with at least one domain of operational relevance such as Anti-Submarine Warfare or Real Time Retargeting. This category will also assist the program officer in the following: evaluation and identification of technical solutions that meet naval requirements, developing concepts of operation, developing doctrine, experimentation and assessment of any proposed technical solutions.

This category shall possess minimum of TOP SECRET clearance.

3.3.10 Electronic Warfare (EW) Specialist

The Senior Level Electronic Warfare (EW) Specialist category shall assist the program officer in developing EW technologies in areas that include: improved threat warning systems; Electronic warfare Support (ES) sensing for wide-area spectrum awareness; decoys and countermeasures against weapon tracking and guidance systems; Electronic Attack (EA) against adversary C4ISR; and Electronic Protection (EP) of our own weapons and C4ISR from intentional and unintentional interference. Expertise is required to assist the program officer in the management of a basic, applied, and advanced development research program developing components, sub-systems, systems, and techniques in the areas of Radio Frequency (RF) EW (from DC to terahertz), Electro-Optical/Infrared (EO/IR) EW (from ultraviolet to long-wave IR), Multi-Function Communications and EW for Counter Radio-Controlled Improvised Explosive Devices (C-RCIED), and integrated EW technologies such as multi-mode (mixed RF and EO/IR) systems, network-enabled capabilities, hardkill/softkill integration, and modeling and simulation techniques. This category will also assist in the evaluation and identification of technical solutions to meet navy requirements, developing concepts of operations, developing doctrine, maturing material solutions, conducting experimentation and assessing proposed technical solutions.

This category shall possess a minimum of a TOP SECRET clearance and be eligible for access to

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Sensitive Compartmented Intelligence (SCI) at the SI/TK level.

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SECTION D PACKAGING AND MARKING

Packaging and marking shall be in accordance with Section D of the IDIQ contract.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance of deliveries under this Task Order will be accomplished by the Contracting Officer's Representative listed in Section G, who shall have thirty (30) days after contractual delivery for acceptance.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	5/1/2015 - 4/30/2016
7100	5/1/2016 - 4/30/2017
7200	5/1/2017 - 4/30/2018
9000	5/1/2015 - 4/30/2016
9100	5/1/2016 - 4/30/2017
9200	5/1/2017 - 4/30/2018

CLIN - DELIVERIES OR PERFORMANCE

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

7000	5/1/2015 - 4/30/2016
7100	5/1/2016 - 4/30/2017
7200	5/1/2017 - 4/30/2018
9000	5/1/2015 - 4/30/2016
9100	5/1/2016 - 4/30/2017
9200	5/1/2017 - 4/30/2018

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

7300	5/1/2018 - 4/30/2019
7400	5/1/2019 - 4/30/2020
9300	5/1/2018 - 4/30/2019
9400	5/1/2019 - 4/30/2020

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SECTION G CONTRACT ADMINISTRATION DATA

1.0 PAYMENT AND INVOICE INSTRUCTIONS (COST REIMBURSEMENT)

1.1 DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions.

As prescribed in 232.7004(b), use the following clause:

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(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 Central Contractor Registration 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

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(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.

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Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC HQ0338
Issue By DoDAAC N00014
Admin DoDAAC S2404A
Inspect By DoDAAC
Ship To Code
Ship From Code
Mark For Code
Service Approver N00014
Service Acceptor
Accept at Other DoDAAC
LPO DoDAAC
DCAA Auditor DoDAAC HAA722
Other DoDAAC(s)

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

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

Alison.dreiss@navy.mil

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following Contracting activity's WAWF point of contact.

For clarification regarding invoicing contact: Navy WAWF Help Line: 1-877-251-WAWF (9293). For Payment Issues Only contact:ONR_21@navy.mil.

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

1.2 Payment of Allowable Costs and Fixed Fee

As consideration for the proper performance of the work and services required under this contract, the Contractor shall be paid as follows

(a) Costs, as provided for under the contract clause entitled "Allowable Cost and Payment," shall not exceed the amount set forth as "Estimated Cost" in Section B, and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever is applicable.

(b) A fixed fee, in the amount set forth as 'Fixed Fee' in Section B, in accordance with the contract clause FAR 52.216-8 "Fixed Fee", shall be paid upon completion of the work and services required under this contract and upon final acceptance by the Contracting Officer. However, the Contractor, may bill on each voucher the amount of the fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost not to exceed the amount set forth as "Fixed Fee" in Section B. The total fixed fee billed, shall not exceed the total fixed fee specified in Section B and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever applies.

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(c) In accordance with FAR 52.216-8, "Fixed Fee", the Administrative Contracting Officer (ACO), in order to protect the Government's interest, shall withhold 10% of the fixed fee amount set forth in Section B or until a reserve is set aside in the amount of \$100,000.00, whichever is less. The fixed fee withhold should be applied to each voucher. The ACO shall release the withhold in accordance with the provisions of FAR 52.216-8.

1.3 Allotment of Funds

(a) It is hereby understood and agreed that this contract will not exceed a total amount of \$5,966,440.81, including an estimated cost of \$3,872,169.00 and a fixed fee of \$122,953.00.

(b) CLIN 7000 will not exceed a total amount of \$1,017,281.00, including an estimated cost of \$986,416.00 and a fixed fee of \$30,865.00. The total amount presently available for payment and allotted to CLIN 7000 of this contract is \$701,302.00, including an estimated cost of \$680,024.03 and a fixed fee of \$21,277.97. It is estimated that the amount allotted of \$701,302.00 will cover the period from 01 May 2015 through 30 April 2016.

(c) CLIN 9000 will not exceed a total amount of \$127,000.00. The total amount presently available for payment and allotted to CLIN 9000 of this contract is \$17,500.00. It is estimated that the amount allotted of \$17,500.00 will cover the period from 01 May 2015 through 30 April 2016.

(d) CLIN 7100 will not exceed a total amount of \$1,385,322.00, including an estimated cost of \$1,334,161.00 and a fixed fee of \$51,161.00. The total amount presently available for payment and allotted to CLIN 7100 of this contract is \$1,360,373.00, including an estimated cost of \$1,310,133.38 and a fixed fee of \$50,239.62. It is estimated that the amount allotted of \$1,360,373.00 will cover the period from 01 May 2016 through 30 April 2017.

(e) CLIN 9100 will not exceed a total amount of \$135,667.00. The total amount presently available for payment and allotted to CLIN 9100 of this contract is \$53,364.00. It is estimated that the amount allotted of \$53,364.00 will cover the period from 01 May 2016 through 30 April 2017.

(f) CLIN 7200 will not exceed a total amount of \$3,148,170.81, including an estimated cost of \$3,006,117.87 and a fixed fee of \$142,052.94. The total amount presently available for payment and allotted to CLIN 7200 of this contract is \$1,279,852.00, including an estimated cost of \$1,222,102.04 and a fixed fee of \$57,749.96. It is estimated that the amount allotted of \$1,279,852.00 will cover the period from 01 May 2017 through 30 September 2017.

(g) CLIN 9200 will not exceed a total amount of \$153,000.00. The total amount presently available for payment and allotted to CLIN 9100 of this contract is \$50,000.00. It is estimated that the amount allotted of \$50,000.00 will cover the period from 01 May 2017 through 31 August 2017.

2.0 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

These instructions are provided for the Contract Payment Office (DFAS Columbus) only, and are not contractor instructions.

DFARS PGI Reference Indicate applicable CLIN(s) or SLIN(s). Instruction for Use 252.204-0004 Line Item Specific: by Fiscal Year (SEP 2009) All CLINS If there is more than one ACRN within a contract line item, [(i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated using the oldest funds first

3.0 ORDER DETAILS

3.1 Other Direct Costs (ODCs)

ODCs (including supplies, travel, NMCI Seats, etc.) will be reimbursed at cost plus G&A without profit or fee. Purchases of items (other than consumable materials or supplies) exceeding \$2,500 and all travel must be approved in advance by the Contracting Officer's Representative (COR). The purchase of any computer or magnetic media (i.e. hard drives, flash drives) must be approved by the COR prior to purchase. Per Navy Telecommunication Directive

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03-11, ANY such device connected to the Navy Marine Corps Intranet Network shall be turned over to Government for disposal at the end of contract performance. To prevent forfeit of ownership, the contractor should NOT connect any privately-owned device to a Government network.

Forfeit of ownership per Navy Telecommunication Directive 03-11 shall not, however, grant the Government any rights, title, or interest in any intellectual property embodied within a forfeited device. Nor shall a forfeit of ownership alter any responsibility that the Government may have to prevent unauthorized use, release, or disclosure of proprietary information that may be embodied within a forfeited device.

At this time, the specific ODC items cannot be identified; however the ODC and Travel cost total cannot exceed the Not-to-Exceed (NTE) amount specified in Section B for each 12-month period of performance.

3.1.1 Travel and Per Diem

Travel will be required to support this Statement of Work. In accordance with the contract requirements, direct costs associated with the Contractor's travel should not exceed the applicable rates found in the Joint Travel Regulations (JTR). All travel arrangements under the Contractor's responsibility include: clearance requests, hotel accommodations, travel orders, and visa/passport requirements, unless otherwise stated by the Government sponsor.

The contractor shall make every effort to make all travel arrangements at least 21 days in advance. Travel may be CONUS or OCONUS and will include sea tests. The COR will provide further guidance during the period of performance.

3.1.2 Parking and Local Transportation

Parking facilities are not provided at ONR; however, several private (pay) parking facilities are located in the area. The ONR facility is within walking distance of the Ballston Metro Station. Monthly parking fees or any other type of transportation expenses (metro farecards) for proposed personnel to commute to and from the place of performance should not be charged to the Order as a direct cost.

3.1.3 Conference and Meeting Space

THE LAST SENTENCE IN THE FIRST PARAGRAPH WILL BE MODIFIED AT TIME OF AWARD TO CORRESPOND WITH OFFEROR'S APPROACH TO PROVIDING THE MEETING SPACE.

Throughout the performance of the technical tasks/requirements, use of the contractor's facilities may be required to host SECRET meetings or conferences. The contractor should have access to meeting space within walking distance of a DC Metropolitan rail station that can accommodate SECRET level events for, at a minimum, at least 20 people, however TOP SECRET is preferred. In addition, the meeting space shall be equipped with a projector to display PowerPoint presentations. The ability to accommodate UNCLASSIFIED teleconferencing is required, however SECRET level teleconferencing is preferred. SPACES SHALL BE AVAILABLE YEAR-ROUND TO ACCOMMODATE ALL MEETINGS. THE CONTRACTOR WILL HAVE SUFFICIENT ADVANCE NOTICE AS THEY DEVELOP THE SCHEDULE WITH CONCURRENCE BY THE COR. The costs to use the meeting space is being recouped through **(indirect pools or as a direct cost under the ODC CLINs)**.

The contractor shall not incur any direct costs for conference or meeting space under this award without the prior written concurrence of the ONR's Conferences, Events & Exhibits Communications Manager or the Director of the Corporate Strategic Communications Office, who will ensure compliance with ONR Instruction 5050.7B. The Contracting Officer Representative (COR) listed in your order will obtain the written concurrence from the individuals above.

3.1.4 Printing and High Speed High Volume Duplicating

The scope of this order does not include printing and high speed high volume duplicating. Defense Logistics Agency shall serve as the manager for printing and high speed high volume duplicating. Requests shall be forwarded to the COR for review one month before the required due date. The COR will then submit approved requests to

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ONR BD042 two to three weeks before the required due date.

3.1.5 Food

All costs for food, not including the per diem rate for meals and incidental expenses, are unallowable under this order.

3.2 Government Furnished Resources (GFR)

The Government will provide information, material and forms unique to the Government for supporting the task. The Government furnished resources necessary to perform the statement of work should be identified and requested through the designated Contracting Officer's Representative (COR). The Government will provide an NMCI-approved computer that adheres with NMCI and Navy IT regulations for contractor personnel working on government facilities. Please note that contractor support work previously performed at an off-site location may now need to be performed and/or implemented on-site at ONR in order to comply with all Navy regulations (e.g., Wikis, websites, etc.).

With the exception to the basic facility terms items noted above and in accordance with the general guidance in FAR Part 45.102, Contractors are required to furnish all property necessary to perform on Government contracts or orders. The purchase of computer equipment should not be proposed as a direct charge under this solicitation. For security purposes, computers may be required to be authorized and approved for use by ONR. Contractors will be required to obtain Navy Marine Corps Intranet (NMCI) seats to perform the Task Order Statement of Work. During the performance of the Order, if either party (Government or Contractor) identifies additional NMCI seat requirements for the Contractor to obtain an NMCI seat to perform its duties, ONR officials will work with the Contractor to obtain an NMCI seat in a timely manner and, if necessary, will pursue a mutually satisfactory agreement in regards to any formal modifications or changes to the dollar values of the Order as a result of the emerging NMCI requirements.

General information regarding NMCI can be obtained at: <http://www.homeport.navy.mil>.

3.3 Security Requirements and Data Protection

a) Clearance Requirements. During the performance of the effort, the Contractor may be required to perform one, or several of the following actions: have access, receive and or generate classified information up to the TOP SECRET, SENSITIVE COMPARTMENTED INFORMATION (TS/SCI). For specific security qualifications for personnel categories see paragraph 3.3 Section C. A DD Form 254 (Attachment 3) will be required prior to access or production of any classified information. The Contractor will not receive, generate or store TOP SECRET, SENSITIVE COMPARTMENTED INFORMATION at the contractor facilities. Additionally, the Contractor is required to safeguard the information labeled as proprietary.

3.4 Privacy Act. All Contractor personnel assigned to this task will have access to information that may be subject to the Privacy Act of 1974. The Contractor is required to ensure the proper safeguarding of such information to prevent unauthorized release.

3.5 Nondisclosure Agreement. In the course of its work, each employee of the selected Contractor will be required to execute a Nondisclosure Agreement (NDA) as outlined in Section L of this solicitation.

3.6 Organizational Conflict of Interest (OCI)

3.6.1 Limitations on Providing Support Services

All Offerors and proposed subcontractors must affirm whether they are conducting Research and Development efforts funded by the Office of Naval Research through an active contract or subcontract. All affirmations must identify ONR's Technical Point of Contact and identify the prime contract numbers. Affirmations shall be furnished at the time of proposal submission. All facts relevant to the existence or potential existence of organizational conflicts of interest (FAR 9.5) must be disclosed. The disclosure shall include a description of the action the offeror has taken or proposes to take to avoid, neutralize, or mitigate such conflict. In accordance with FAR 9.503 and without prior

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approval, a contractor cannot simultaneously be a SETA and a research and development performer. Proposals that fail to fully disclose potential conflicts of interests or do not have acceptable plans to mitigate identified conflicts will be rejected without technical evaluation and withdrawn from further consideration for award. If a prospective offeror believes that any conflict of interest exists or may exist (whether organizational or otherwise), the offeror should promptly raise the issue with ONR by sending his/her contact information and a summary of the potential conflict by e-mail to the Contracting Office identified in the solicitation before time and effort are expended in preparing a proposal and mitigation plan. If, in the sole opinion of the Contracting Officer after full consideration of the circumstances, any conflict situation cannot be effectively avoided or mitigated, the proposal may be rejected without technical evaluation and withdrawn from further consideration for award. Additional information regarding ONR's guidelines on OCI can be found at <http://www.onr.navy.mil/en/About-ONR/compliance-protections/Organizational-Conflicts-Interest.aspx>.

3.6.2 Safeguarding Information

The parties acknowledge that, during performance of the contract resulting from this Order solicitation, the Contractor may require access to certain proprietary and confidential information (whether in its original or derived form) submitted to or produced by the Government. Such information includes, but is not limited to, business practices, proposals, designs, mission or operation concepts, sketches, management policies, cost and operating expense, technical data and trade secrets, proposed Navy budgetary information, and acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed on behalf of ONR. The Contractor shall take appropriate steps not only to safeguard such information, but also to prevent disclosure of such information to any party other than the Government. The Contractor agrees to indoctrinate company personnel who will have access to or custody of the information concerning the nature of the confidential terms under which the Government received such information and shall stress that the information shall not be disclosed to any other party or to Contractor personnel who do not need to know the contents thereof for the performance of the contract. Contractor personnel shall also be informed that they shall not engage in any other action, venture, or employment wherein this information will be used for any purpose by any other party.

3.6.3 Organizational Restrictions

Support contractor's knowledge of competition sensitive information, described in paragraph above, may unfairly affect its competitive position in future ONR research solicitations. The Contractor understands that, during performance of the contract resulting from this Order solicitation and for a period of up to two years after the completion of its performance of the contract, the Contractor, any affiliate of the Contractor, any joint venture involving the Contractor, any entity into or with which the Contractor may merge or affiliate, or any other successor or assignee of the Contractor may not be eligible to participate as a prime Contractor, subcontractor, consultant, joint venture, partner, or other agreements directly impacted by the Office of Naval Research programs.

4.0 PROCURING OFFICE REPRESENTATIVES

In order to expedite administration of this order, the Administrative Contracting Officer should direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Block 21 of the signature page of this order.

Contract Negotiator – Ms. Katie Sisk, ONR 254, (703) 696-2601, E-Mail Address: Katherine.sisk@navy.mil

Inspection and Acceptance – Ms. Alison Dreiss, ONR 31, (703) 696-6828, E-Mail Address: Alison.dreiss@navy.mil

Security Matters – Ms. Torri Powell, ONR 43, (703) 696-8177, DSN 426-8177, E-Mail Address: torri.powell@navy.mil

Task Order Ombudsman (as per FAR 16.505(b)(5)) – Capt. Ronald Kocher, ONR 02, (703) 588-2362, DSN 426-2362, Email Address: Ronald.kocher@navy.mil

5.0 ONR 55252.242-9720 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (SEP 1996)

The COR for this contract is: Ms. Alison Dreiss

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Code: 31

Mailing Address: Office of Naval Research, 875 North Randolph Street, Arlington, VA 22203-1995

The Alternate COR for this contract is: Mr. Richard 'Tommy' Willis

Code: 31

Mailing Address: Office of Naval Research, 875 North Randolph Street, Arlington, VA 22203-1995

The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, to change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery order). When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the Contractor shall promptly notify the Contracting Officer (ordering officer) in writing. No action shall be taken by the Contractor until the contracting officer (or ordering officer) has issued a modification to the contract (or delivery order) or has otherwise resolved the issue. In the absence of the COR named above (due to reasons such as leave, illness, official travel), all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR.

6.0 CONTRACT TYPE

This is a cost-plus-fixed-fee term task order.

7.0 NAVSEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

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

Periods Hours Per Period

CLIN 7000 – Base Period 7,360

CLIN 7100 – Option I Period 9,813

CLIN 7200 – Option II Period 22,325

CLIN 7300 – Option III Period 22,080

CLIN 7400 – Option IV Period 22,080

Total 83,658

(b) Listed above are both compensated and uncompensated man-hours associated with this order. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. Total Time Accounting (TTA) effort is included in this definition. All other effort is defined as compensated effort. If no effort is indicated in the above table, uncompensated/ TTA effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 142 hours per week for the Base Period (CLIN 7000), 189 hours per week for Option I Period (CLIN 7100), 429 hours per week for Option II Period (CLIN 7200) and 425 hours per week for Option III & IV Periods (CLINs 7300 & 7400). 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

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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 (5) days of receipt.

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

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

Required LOE

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the 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.

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(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five (5) percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

8.0 SSP 5252.216-9775 INCREASE IN LEVEL OF EFFORT (COST-REIMBURSEMENT) (MAR 1992)

(a) In addition to any other option rights that may be provided to the Government by this contract, the Government shall have the right, within any given contract period established in Section F of this task order, to increase the level of effort by up to thirty percent (30%) of the total level of effort for that period at the same labor mix as proposed in the task order for that period. The Contractor agrees to accept such increase in the level of effort at an increase in the estimated cost and an increase in the fixed fee which are calculated as follows:

$$IEC = (ILOE/LOE) \times EC$$

$$IFF = (ILOE/LOE) \times FF$$

IEC = The increase in the estimated cost.

ILOE = The increase in the level of effort.

LOE = The level of effort contracted for the contract year in which the level of effort is increased.

EC = The estimated cost contracted for in the contract year in which the level of effort is increased.

IFF = The increase in the fixed fee.

FF = The fixed fee contracted for in the contract year in which the level of effort is increased.

This option may be exercised at any time or times prior to the end of the affected period provided however, that the exercise of such option must give the Contractor sufficient time to provide all of the man-hours for that period, including the increase, by the end of the affected period.

(b) Any exercise by the Government of its option rights under this clause shall be affected by written notice from the Contracting Officer.

(c) The exercise of the option shall be formally reflected by a modification to this task order increasing the estimated cost and fixed fee and adjusting the Level of Effort provision for the affected contract period.

9.0 PERSONNEL QUALIFICATIONS

The Contractor shall provide qualified personnel to manage and execute all aspects of the statement of work. All personnel performing under the contract must meet or exceed the personnel qualifications of those personnel proposed at the time of proposal submission. The Government shall have a minimum of seven (7) calendar days to review the qualifications of substitute/replacement personnel prior to reporting to work. The Contractor shall be prepared to provide other personnel immediately (within 72 hours) should any of the substitute/replacement personnel be considered unqualified.

10.0 COMMON ACCESS CARD (CAC) FOR CONTRACTOR EMPLOYEES

All new contractor employees shall be "CAC Card Ready" before any direct labor charges may be accumulated under this contract. "CAC Card Ready" includes:

- 1) Subject's fingerprints have been submitted to the Office of Personnel Management (OPM) and determined favorable,
- 2) Subject has an initiated or completed NACI or equivalent investigation type, and
- 3) Visit request has been submitted to ONR Security and approved by the appropriate ONR Code Administrative Officer (AO).

11.0 COUNTERINTELLIGENCE AWARENESS AND REPORTING (CIAR) TRAINING

All Contractor personnel shall attend Counterintelligence Awareness and Reporting (CIAR) Training in accordance with DoD Directive 5240.06 within 30 days after arrival at ONR and annually thereafter.

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SLINID	PR Number	Amount
700001	1300469140	102000.00
LLA :		
AA 1751319 W3DK 251 00014 0 050120 2D 000000 A00002653980		
700002	1300469140	63000.00
LLA :		
AB 1751319 W232 251 00014 0 050120 2D 000000 A10002653980		
700003	1300469140	88000.00
LLA :		
AC 1751319 W3TP 251 00014 0 050120 2D 000000 A20002653980		
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LLA :		
AD 1751319 W3F3 251 00014 0 050120 2D 000000 A30002653980		
BASE Funding 370255.00		
Cumulative Funding 370255.00		
MOD 01		
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900001		20000.00
LLA :		
AE 2152040 A60 FP622 7 09H95R K1 9253F0 010712803R.0 014299.020 021001		
MOD 01 Funding 100000.00		
Cumulative Funding 470255.00		
MOD 02		
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LLA :		
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MOD 02 Funding 268547.00		
Cumulative Funding 738802.00		
MOD 03		
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710002	130046914000010	32696.00
LLA :		
AH 1761319 W2F2 251 00014 0 050120 2D 000000 A60002653980		
710003	130046914000011	737895.00
LLA :		
AF 1761319 W3F3 251 00014 0 050120 2D 000000 A40002653980		
710004	130046914000012	86267.00
LLA :		
AJ 1761319 W3DK 251 00014 0 050120 2D 000000 A70002653980		
910001	130046914000013	65364.00
LLA :		
AF 1761319 W3F3 251 00014 0 050120 2D 000000 A40002653980		

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910002 130046914000014 5000.00
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MOD 03 Funding 940492.00
 Cumulative Funding 1679294.00

MOD 04

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 LLA :
 AK 1761319 W1AE 251 00014 0 050120 2D 000000 A80002653980

710006 1300469140 169224.00
 LLA :
 AL 1761319 W2F2 251 00014 0 050120 2D 000000 A90002653980

710007 1300469140 181943.00
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 AK 1761319 W1AE 251 00014 0 050120 2D 000000 A80002653980

MOD 04 Funding 453245.00
 Cumulative Funding 2132539.00

MOD 05 Funding 0.00
 Cumulative Funding 2132539.00

MOD 06 Funding 0.00
 Cumulative Funding 2132539.00

MOD 07

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 LLA :
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 LLA :
 AP 1771319 W3DK 251 00014 0 050120 2D 000000 B50002653980

720004 1300469140 149210.00

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LLA :
AQ 1771319 W2DF 251 00014 0 050120 2D 000000 B40002653980

920001 130046914000027 50000.00

LLA :
AN 1771319 W3F3 251 00014 0 050120 2D 000000 B20002653980

MOD 07 Funding 1329852.00
Cumulative Funding 3462391.00

MOD 08

710009 1300469140 20000.00

LLA :
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910001 130046914000013 (20000.00)

LLA :
AF 1761319 W3F3 251 00014 0 050120 2D 000000 A40002653980

MOD 08 Funding 0.00
Cumulative Funding 3462391.00

MOD 09 Funding 0.00
Cumulative Funding 3462391.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

This solicitation is a 100% Small Business Set-Aside for Small Business offerors holding contracts under Seaport-e, National Capitol Areas Zone 2.

1.0 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement

2.0 CONTRACTOR IDENTIFICATION

All Contractors performing under this task order are required to clearly distinguish themselves from Federal employees through identification of their "Support Contractor" status. Identification includes, but is not limited to, the following: distinct badges; distinct office name plates and marking of office space; identification of "Support Contractor" in all forms of formal and informal communication as well as in e-mail signature blocks, in telephone conversations, in voicemail greetings, when using Government letterhead and fax cover sheets, and on business cards. Letterhead, fax cover sheets, and business cards may include the "Office of Naval Research" name but shall not include the Office of Naval Research logo or any related graphic.

3.0 HOURS OF OPERATION AND HOLIDAY SCHEDULE

3.1 The Office of Naval Research conforms to public holiday for federal employees. Contractor support will not be required on public holidays, except to the extent that travel for operational requirements are scheduled. A list of federal holidays in effect during performance under this order can be found at <http://www.opm.gov/policydata-oversight/snow-dismissal-procedures/federal-holidays/>. If the holiday falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance will be on the following Monday.

3.2 In the event the Government is closed for any other purpose (e.g., inclement weather), contractor personnel may be allowed to work provided permission is granted by the Contractor and the COR. In the event Contractor personnel will be absent from the office for other reasons (e.g. sickness, training, vacation, etc.), these absences must be coordinated with the COR prior to their occurrence to the maximum extent practicable.

4.0 CONSENT TO SUBCONTRACT AND/OR HIRE CONSULTANTS

The services of the following subcontractors and consultants have been identified as necessary for the performance of this task order:

Identified Subcontractor(s)	Estimated Hours	Base/Option Period	Estimated Cost
Hegarty Research	10,426	Base Option I Option II Option III Option IV	\$1,466,673.00
Computer Systems Center Inc.	4,293	Base Option I	\$713,521.00

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		Option II Option III Option IV	
ATS Solutions, Inc.	2,880	Option I Option II Option III Option IV	\$439,570.00
Quantitative Scientific Solutions, LLC	7,360	Option I Option II Option III Option IV	\$1,112,031.00
Identified Consultant(s)	Estimated Hours	Base/Option Period	Estimated Cost
Horace Lasell	9,200	Base Option I Option II Option III Option IV	\$1,284,836.00
Steve Brooks	9,200	Base Option I Option II Option III Option IV	\$1,167,241.00

The preceding listing of subcontracts were evaluated during negotiations as required by Paragraph (j) of the contract clause at FAR 52.244-2 entitled "Subcontracts" and therefore do not require consent in accordance with paragraphs (c) and (e) of the Subcontracts clause. This consent is based upon the information submitted by the prime contractor in accordance with FAR 52.244-2 (e) (1) (i) through (vii).

For additional subcontracts beyond those listed above, the Contracting Officer's written consent to subcontract is only required in accordance with Paragraphs (b), (c), and (d) of FAR 52.244-2. ONR has delegated contract administration to the Administrative Contracting Officer (ACO) at the cognizant Contract Administration Office. Although ONR has provided authority to subcontract for the preceding list of subcontracts, ONR is not retaining any post award function for the consent of subcontracts in accordance with FAR 42.302(a)(51). Therefore, any consents to subcontract required in accordance with FAR 52.244-2 after task order award shall be delegated to the ACO for action by the Contracting Officer.

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SECTION I CONTRACT CLAUSES

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

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000) (In first blank of paragraph (a) insert "any time during period of performance," in second blank of paragraph (a) insert "1 day," and in paragraph (c), insert "60 months.")

DFARS 252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001) (Applicable if FAR 52.204-2, Security Requirements Applies)

(FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution

Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

DFARS 252.203-7998 (b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

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SECTION J LIST OF ATTACHMENTS

Attachment Number 1: Non-Disclosure Agreement

Attachment Number 2: Quality Assurance Surveillance Plan

Attachment Number 3: DD254 - DOD Contract Security Classification Specification

Attachment Number 4: COR Appointment Letter; A. Dreiss

Attachment Number 5: Alternate COR Appointment Letter, R. Willis