

2. AMENDMENT/MODIFICATION NO. 06	3. EFFECTIVE DATE 09-Dec-2014	4. REQUISITION/PURCHASE REQ. NO. 1300398415	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00014	7. ADMINISTERED BY (If other than Item 6) CODE	S0107A

Office of Naval Research
875 N. Randolph St
Arlington VA 22203-1995
mary.dent@navy.mil 703-254-7288

DCMA HUNTSVILLE
1040 Research Blvd Ste 100
Madison AL 35758-2040

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Vencore Services and Solutions, Inc 890 Explorer Blvd. Huntsville AL 92056-2695		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4096-EE03
		10B. DATED (SEE ITEM 13) 03-Feb-2014
CAGE CODE 59PM9	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Unilateral Modification IAW FAR 43.103(b) and Limitation of Funds FAR 52.232-22

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Joseph D Cloft, Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
	16B. UNITED STATES OF AMERICA
	BY <u>/s/Joseph D Cloft</u>
	(Signature of Contracting Officer)
	16C. DATE SIGNED 11-Dec-2014

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GENERAL INFORMATION

The purpose of this modification is provide an increment of funding in the amount of [REDACTED]. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only. 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 \$1,246,850.00 by \$150,000.00 to \$1,396,850.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400018	RDT&E	0.00	[REDACTED]	[REDACTED]

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

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
4000	R408	Base for Year 1 (12 months) - Engineering, Technical, Program and Financial Management support services to Code 30 IAW the task order Statement of Work. PSC: R408 (RDT&E)					
400001	R408	Incremental Funding for CLIN 4000 (RDT&E)					
400002	R408	Incremental Funding for CLIN 4000 (\$365,089) (RDT&E)					
400003	R408	Incremental Funding for CLIN 4000 (\$23,496) (RDT&E)					
400004	R408	Incremental Funding for CLIN 4000 (\$6,070) (RDT&E)					
400005	R408	Incremental Funding for CLIN 4000 (\$12,155) (RDT&E)					
400006	R408	Incremental Funding for CLIN 4000 (\$34,147) (RDT&E)					
400007	R408	Incremental Funding for CLIN 4000 (\$99,755) (RDT&E)					
400008	R408	Incremental Funding for CLIN 4000 (\$100,000) (RDT&E)					
400009	R408	Incremental Funding for CLIN 4000 (\$30,000) (RDT&E)					
400010	R408	Incremental Funding for CLIN 4000 (\$2,024) (RDT&E)					
400011	R408	Incremental Funding for CLIN 4000 (\$3,042) (RDT&E)					
400012	R408	Incremental Funding for CLIN 4000 (\$2,344) (RDT&E)					
400013	R408	Incremental Funding for CLIN 4000 (\$135) (RDT&E)					
400014	R408	Incremental Funding for CLIN 4000 (\$41,463) (RDT&E)					
400015	R408	Incremental Funding for CLIN 4000 (\$30,000) (RDT&E)					
400016	R408	Incremental Funding for CLIN 4000 (\$50,422) (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400017	R408	Incremental Funding for CLIN 4000 ██████████ (RDT&E)					
400018	R408	Incremental Funding for CLIN 4000 ██████████ (RDT&E)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R408	Other Direct Costs for Year 1 Not-to-Exceed CLIN associated with Engineering, Technical, Program and Financial Management Support Services. Other Direct Costs and NMCI seats associated with performance (includes applicable G&A)(CLIN is not for subcontractor or consultant costs related to labor required under task order) PSC: R408 CLIN 4000 (RDT&E)	1.0	LO	██████████
600001	R408	Incremental funding for CLIN 6000 (\$5,358) (RDT&E)			
600002	R408	Incremental funding for CLIN 6000 (\$40,000) (RDT&E)			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R408	Option for Year 2(12 months) ♦ Engineering, Technical, Program and Financial Management support services to Code 30 IAW the task order Statement of Work. PSC: R408 (RDT&E) Option	██████████	█	██████████	██████████	██████████
7200	R408	Option for Year 3(12 months) ? Engineering, Technical, Program and Financial Management support services to Code 30 IAW the task order Statement of Work. PSC: R408 (RDT&E) Option	██████████	█	██████████	██████████	██████████
7300	R408	Option for Year 4(12 months) ? Engineering, Technical, Program and Financial Management support services to Code 30 IAW the task order Statement of Work. PSC: R408 (RDT&E) Option	██████████	█	██████████	██████████	██████████
7400	R408	Option for Year 5(12 months) Engineering, Technical, Program and Financial Management support services to Code 30 IAW the task	██████████	█	██████████	██████████	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		order Statement of Work. PSC: R408 (RDT&E)					
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9100	R408	Other Direct Costs for Year 2 Not-to-Exceed CLIN associated with Engineering, Technical, Program and Financial Management Support Services. Other Direct Costs and NMCI seats associated with performance (includes applicable G&A) (CLIN is not for subcontractor or consultant costs related to labor required under task order) PSC: R408 CLIN 7100 (RDT&E)	1.0	LO	██████████
		Option			
9200	R408	Other Direct Costs for Year 3 Not-to-Exceed CLIN associated with Engineering, Technical, Program and Financial Management Support Services. Other Direct Costs and NMCI seats associated with performance (includes applicable G&A) (CLIN is not for subcontractor or consultant costs related to labor required under task order) PSC: R408 CLIN 7200 (RDT&E)	1.0	LO	██████████
		Option			
9300	R408	Other Direct Costs for Year 4 Not-to-Exceed CLIN associated with Engineering, Technical, Program and Financial Management Support Services. Other Direct Costs and NMCI seats associated with performance (includes applicable G&A) (CLIN is not for subcontractor or consultant costs related to labor required under task order) PSC: R408 CLIN 7300 (RDT&E)	1.0	LO	██████████
		Option			
9400	R408	Other Direct Costs for Year 5 Not-to-Exceed CLIN associated with Engineering, Technical, Program and Financial Management Support Services. Other Direct Costs and NMCI seats associated with performance (includes applicable G&A) (CLIN is not for subcontractor or consultant costs related to labor required under task order) PSC: R408 CLIN 7400 (RDT&E)	1.0	LO	██████████
		Option			

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 GENERAL

1.1 Introduction. The Office of Naval Research seeks to provide Systems Engineering and Technical Assistance support as well as general programmatic and financial management support to CODE 30.

1.2 Background. The Expeditionary Maneuver Warfare and Combating Terrorism Department (CODE 30) is responsible for the development and transition of science and technology that will enable the Operating forces of the Department of the Navy to fight, win, and survive in the battlefield of the future. These responsibilities include the management of Basic Research, Applied Research, Advanced Technology Development and Future Naval Capabilities in the following Program Areas:

- Fires
- Maneuver
- Force Protection
- Command Control, Communications and Computers
- Intelligence, Surveillance and Reconnaissance
- Human Performance, Training and Education
- Logistics
- Human Social Cultural Behavioral Modeling
- Naval Expeditionary Dog Program
- Countering Improvised Explosive Devices
- Science Addressing Asymmetric Explosive Threats
- Cyber-technology and cyber-warfare

Within each, and across all, of these Program Areas, CODE 30 has the responsibility to:

- Advance Scientific Knowledge - Advance the state of the art by executing world class basic and applied research and advancing technology development programs.
- Transfer Scientific Knowledge - Expand customer capabilities through development of mission-relevant S&T products and intellectual capital.
- Impact Future Concept Development - Inform new operational concepts and influence requirements in coordination with combat, materiel, and technology developers.

1.3 Scope

The contractor must be able to perform a variety of duties to include program management, scientific analysis, technical support, financial analysis, graphics, and multimedia design in direct support of the following Program Areas:

- Fires
- Maneuver

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- Force Protection
- Command Control, Communications and Computers
- Intelligence, Surveillance and Reconnaissance
- Human Performance, Training and Education
- Logistics
- Human Social Cultural Behavioral Modeling
- Naval Expeditionary Dog Program
- Countering Improvised Explosive Devices
- Science Addressing Asymmetric Explosive Threats
- Cyber-technology and cyber-warfare

The projects managed by CODE 30 are of national significance with potentially strategic impacts for U.S. and coalition forces and are critical to ensuring the success of our Naval Expeditionary forces in the battle space of the future. Because of the nature of the tasks performed under this task order, a special awareness of military protocol, operational utility, emerging technology, and program management are required. Tasks require strategic collaboration at senior levels among military, governmental, industrial and academic communities in order to ensure maximum practical return on investment.

The Contractor will be required to provide S&T technical expertise, in the form of scientists, engineers, program managers, and analysts capable of supporting the CODE 30 mission areas of advancing scientific knowledge; transferring scientific knowledge, and impacting future concept development for Naval Expeditionary and Irregular Warfare. The Contractor shall provide qualified technical expertise, in support of Naval S&T requirements and strategy development; S&T program planning, management, execution, test & evaluation, and demonstration; and S&T knowledge dissemination. In addition the Contractor shall conduct Operations Research (OpsResearch), analyses, and wargames in order to fully vet candidate concepts for new technologies or practices. In particular, those efforts involving Naval futures, strategic vision, and external strategic engagement must include the ability to engage at the General Officer, Flag Officer, and Senior Executive level. In summary, the contractor shall:

- Research in support of new, emerging and developing Expeditionary Concepts, operations and confronting irregular challenges, and evaluation of research results relative to projected operational requirements of future maneuver warfare for the purpose of identifying S&T gaps, opportunities and new technology solution approaches.
- Research in support of integrating S&T solutions for Expeditionary Concepts, evaluating their utility in operational contexts, and developing ONR 30 department technology roadmaps to address these concepts.
- Research in support of ONR 30 Program Managers to address projected operational requirements and implications for ongoing S&T projects' and programs' potential to provide operationally relevant capabilities, and identification of new technologies to address changing operational needs.

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2.0 REQUIREMENTS

2.1 Systems Engineering Technical Assistance (SETA), program management, technical management, financial analysis, graphics, and multimedia design. In support of the government Program Managers across ALL of the CODE 30 Program Areas, the Division Directors, Military Deputy and Department Head, the Contractor shall be able to perform the following specific tasks:

2.1.1 The Contractor shall provide personnel with extensive military experience, extensive technical/scientific background and direct S&T development experience to provide technical and program management support to all phases of defining, planning, implementing, and executing the CODE 30 S&T portfolio. The required skills and experience should include DAWIA/FAC certified acquisition professionals (S&T and OT&E and SPRDE) or those that meet the training requirements and span the technology investment areas of the Program Areas and the warfighting functions.

2.1.2 The Contractor shall assist ONR program managers in the general management of ongoing projects to include managing the process of balancing technology program cost, schedule and technical performance, conducting cost-benefit analyses, and monitoring financial status of projects.

2.1.3 The Contractor shall assist in the development of technology investment strategies for key ONR 30 projects to include conducting technology and program assessments, trade-off analyses, and formulating investment portfolios that are thoroughly synchronized with stakeholders objectives and development battle rhythms.

2.1.4 The Contractor shall develop and maintain stakeholder engagement in order provide technology transition services for key ONR 30 projects to include the identification of technology transition targets, formulation of technology insertion/transition strategies, and the development of technology transition plans and technology transition agreements.

2.1.5 The Contractor shall provide technical support to ONR 30 to manage engagement in the Future Naval Capability program and Innovative Naval Prototype programs.

2.1.6 The Contractor shall provide and/or coordinate the following technical and programmatic services in support of technical meetings and workshops:

- Coordinate with the client to identify conference requirements and attendees
- Create, schedule, prepare agenda
- Finalize and format printed materials (agendas, bios, abstract books, etc.)
- Collect speaker presentations ahead of time and load onto presentation computer
- Coordinate audio-visual arrangements

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2.1.7 The Contractor must be able to provide integrated and consolidated business and financial management services to the Program Managers, Division Directors, and Department Head within ONR 30. This includes personnel trained and certified in NAVRIS, Navy Enterprise Resource Planning (N-ERP) and Navy Planning, Programming, Budgeting and Execution Systems (PPBS).

2.1.8 The Contractor shall provide dedicated support to the Department Head and ONR staff as required to provide assistance and guidance in developing and promulgating the Navy and Marine Corps Science & Technology Program Objectives Memorandum (POM) and synchronizing budget actions across ONR, the NRE and the USMC. This requires the Contractor to:

- Support the Science and Technology Functional Support Group as required
- Assist in the initiation, development, and submission of the USMC Science and Technology program during all phases of a fiscal year funding cycle (Program Objectives Memorandum (POM), Program Review (PR), Supplementals, Year of Execution changes, and Unfunded Programs Lists (UPL).
- Provide Warfighting Investment Program Evaluation Board (WIPEB) Reports, Data and Other Deliverables as required throughout the Programming and Budgeting phases of Planning, Programming, & Budgeting System (PPBS).
- Assist in the preparation of R-2, R-2a, R-3, R-4 and R-4a exhibits coordinated by the Office of Naval Research (ONR).
- Assist in the preparation of required mapping of all USMC R2 activities to the annual ONR S&T fiscal guidance data which will serve as a funding baseline for the S&T programs.
- Assist in the preparation of all Congressional Data submitted to the Hill to support the Marine Corps S&T portion of the President's Budget Request as all Congressional Briefings.
- Assist in the preparation of all Investment Balance Reviews (IBR) and assessments for N091-sponsored programs which are managed by ONR
- Assist in the preparation of CODE 30 input to the ONR/N91 Sponsor Program Proposal (SPP) to OPNAV consistent with published guidance
- Support all aspects of DEPSECDEF Capability Portfolio Management co-led by Office of the Secretary of Defense (OSD) and Joint Staff/Combatant Command (COCOM) representatives who assist DoD with S&T investment decisions

2.1.9 The Contractor shall provide a wide range of design services (graphics, audio, video, etc.) to support CODE 30 to effectively communicate strategic/mission objectives

2.2 Futures Analysis/ Operations Research. The Contractor must be able to conduct rigorous

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operations research and provide concept based futures analysis.

2.2.1 The Contractor shall provide subject matter expertise in understanding, developing, and exploring future concepts. The contractor shall determine S&T implications and provide concepts for S&T and S&T plans and processes to fill gaps/take advantage of opportunities. This includes research to address S&T implications of emerging operational concepts, alternative futures, and developing threat trends.

2.2.2 The Contractor shall be able to conduct extensive research into emerging strategic vision, doctrine shifts, and technology forecasts relevant to the operational employment of forces as they relate strategic implications on ONR investments. This includes associated S&T investment analysis (gaps, balancing portfolios) from operational capabilities perspective.

2.3 Integrating S&T Solutions for Expeditionary Concepts

The contractor shall identify S&T projects in any or all CODE 30 Program Areas for which combinations of S&T projects may provide operationally useful capability improvements beyond that of individual projects designed to improve existing capabilities. In doing so, the contractor shall consider the variances in the state of development and technology readiness level (TRL) of disparate projects, and identify appropriate opportunities and venues for combining multiple projects at different development levels. The contractor shall research the potential employment and implications of these developing S&T projects in operational contexts. Based on this research, the contractor shall produce concepts of operation (CONOPs) for employing combinations of S&T projects to provide operationally relevant and useful capabilities. The contractor's report shall incorporate appropriate operational contexts in which these CONOPs may be employed, and shall identify how projects at various development levels and TRLs may be gainfully incorporated into tests, experiments and demonstrations. Combinations of S&T projects will be assessed based on their capacity to support Expeditionary Concepts and confront irregular challenges associated with projected operational requirements of future maneuver warfare. The result shall support production of ONR 30 department technology roadmaps.

2.4 Integration and Engagement Support

2.4.1 The Contractor shall provide the services necessary to support ONR 30 integration efforts with Navy Special Warfare communities (NAVSPECWAR, NECC, MARSOC), US Special Operations Command (USSOCOM) and other DoD organizations within the Joint and Interagency Community in order to enhance ONR S&T visibility and identification of collaborative partnerships for relevant S&T development efforts.

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2.4.2 The contractor shall provide highly qualified liaison to Marine Special Operations Command, Navy Special Warfare and NECC to facilitate potential technology transitions and technology concept development.

2.4.3 The Contractor shall determine requirements for and coordinate participation of fleet representatives in technology demonstrations, workshops, and simulation exercises designed to advance technology development for Naval Expeditionary Maneuver Warfare.

2.4.4 Provide an offsite facility optimally located to maximize stakeholder engagement in order to:

- Engage stakeholders at service and joint levels to generate support for S&T efforts.
- Review, analyze and synthesize strategic guidance, operational requirements, and emerging operator needs to identify new technology gaps and validate existing S&T objectives.
- Provide situational awareness to the S&T community on emerging guidance, concepts and capability requirements to drive S&T investment.
- Provide technical analysis of S&T efforts to map S&T gaps to current and future capability requirements.

2.5 Technology Analysis, Test, Evaluation, and Demonstration Support

The Contractor shall provide expert technology analysis support in the development, production, and evaluation of complex systems. The Contractor shall provide expert application of system acquisition policies and procedures as related to DoD weapons programs.

2.5.1 The contractor shall provide demonstration and assessment services for Limited Objective Evaluations/Experiments (LOE), Limited Technical Assessments (LTA), Military Utility Assessments (MUA) and Warfighter Workshops (WW). These services should include all preparatory aspects of planning, evaluating and reporting for LOE's, LTA's, MUA's and WW's to include logistics planning and coordination, development of test plans, scenario preparation, data collection plans, and analysis and reporting of test results.

2.5.2 The contractor shall provide additional Demonstration and Assessment support, to include U.S Operating Forces coordination, U.S./DoD and Host Nation range Coordination, Civilian Jurisdiction Coordination, Technology Certification Compliance, Safety Requirements Coordination, Test Set-up and Preparation and In-Theater Technology Assistance.

2.5.3 The contractor shall coordinate with DoD and Service Operational Test Activities and others, including the Joint Test and Evaluation (DOT&E) Directorate, the Navy Operational Test and Evaluation Force (OPTEVFOR), the Air Force Operational Test and Evaluation

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Command (AFOTEC), the Army Test and Evaluation Command (ATEC), the Marine Corps Operational Test and Evaluation Activity (MCOTEA), the Marine Corps Warfighting Laboratory (MCWL), the Marine Forces Pacific Experimentation Center (MEC) in order to maximize cross-service technology demonstration opportunities.

2.5.4 The contractor shall ensure compliance with Department of the Navy Human Research Protections Program (HRPP) requirements, and frequency spectrum approval processes required by the National Telecommunications Information Agency (Dept of Commerce, NTIA) and the Navy-Marine Corps Spectrum Center (NMSC). Additionally, coordinate technology program compliance with Weapon System Explosives Safety Review Board (WSESRB) and Laser Safety Review Board (LSRB) decision makers, to ensure technology readiness and system safety release prior to demonstration.

2.6 Technology Development and Implementation Support

2.6.1 The Contractor shall support the DoD in shepherding technologies from the conceptual stage to an implementation phase within which the resources of the Contractor entity will be used to create technologies and processes.

2.6.2 In addition to traditional research and analysis techniques, that draw upon subject matter expertise and literature reviews, the Contractor shall possess the ability to conduct wargames, either seminar style or within immersive training environments, in order to fully vet candidate concepts for new technologies or practices and facilitate transition of tactically relevant technologies. The Contractor shall be required to use existing Commercial-Off-The-Shelf (COTS) and Government-Off-The-Shelf (GOTS), develop enhancements to existing COTS and GOTS, or develop new war gaming models and approaches as required.

2.7 Research, Development, and Technology Transition Support

The Contractor shall be required to provide research and development support for transition of new concepts and technology from the research and development stage to the implementation stage.

2.7.1 The Contractor shall develop transition plans to identify the transition target(s) in terms of the needed capabilities; the system(s) that will receive the capabilities; the schedule to satisfy the acquisition milestones; a detailed technical path to arrive at the desired capability; identification of the technical challenges and risks involved along the technical development path; and the resources needed to properly execute the transition.

2.7.2 The Contractor shall perform technology needs and utility assessments, technology maturity assessments, business case analysis, and technology development road mapping

2.7.3 The Contractor shall be required to provide support for transition of new concepts and technology from the research and development stage to the implementation stage. The Contractor shall supply subject matter experts to support the transition effort with

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expertise in all CODE 30 Program Areas.

2.7.4 The Contractor shall apply a repeatable process model of effective S&T development to focus evaluate feasible technical solutions and drive technology insertion investment, drive stakeholder engagement and shape emerging concepts.

2.7.5 Conduct technical analysis, capability requirement synchronization, and technical demonstrations of modular vehicle platform technologies that meet warfighter needs and support strategic objectives

3.0 REPORTING REQUIREMENTS AND DELIVERABLES

3.1 The Contractor shall submit monthly status reports, by the 15th of each month to: ONR Contracting Officer's Representative (COR), with a copy to the Contracting Officer. These reports shall include the following elements:

- Contractor's name and address
- Contract number and task order number
- Date of report
- Period covered by report
- Man-hours expended by discipline for the reporting period, and cumulatively during the task order
- Cost curves portraying actual/projected conditions through the task order
- Cost incurred for the reporting period and total contractual expenditures as of report date
- Description of progress made during period reported, including problem areas encountered, and recommendations, if any for subsequent solution beyond the scope of this task order
- Trips and significant results
- Plans for activities during the following period
- Conference agenda, conference minutes, and presentation materials
- Purchase descriptions, proposals, equipment illustrations, program planning, support, and budget documentation and funding plans

3.2 The Contractor shall provide such additional reporting, documentation, schedules, illustrations and drawings in a timely manner, as are requisites to the various task activities of the contract. Contractor shall provide a listing keyed to specific tasks identifying the minimum reporting deliverables associated with each task. All deliverables shall be free from proprietary or other restrictive markings such as, but not limited to, copyright and trademark. Reporting should be in sufficient detail and of a quality to meet relevant commercial guidelines / standards and will include, but are not limited to:

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- Technical reports, instructional and training documentation, courseware, data compilations, and data surveys, evaluations, and analyses
- Testing procedures, requirements, assessments, calibrations, and schedules
- Specifications, tabulations, engineering drawings, designs, concepts, diagrams, and circuits
- Conference agenda, conference minutes, and presentation materials

3.3 Individual Task Order Subcontracting Performance Report

The Contractor shall submit a semi-annual subcontracting report reflecting task order goals and actual achievements during the task order performance for the periods ending March 31 and September 30. The Contractor shall also submit a report for the task order within 30 days of task order completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the task order or the previous reporting period.

4 . 0 GOVERNMENT FURNISHED EQUIPMENT/GOVERNMENT FURNISHED INFORMATION (GFE/GFI)

The Government will provide the appropriate Government furnished equipment, manuals, and information as required to support the requirements of this task order. Specific GFE/GFI details will be provided in Technical Instruction(s) issued under this task order.

4.1 The Contractor shall maintain accountability and inventory records.

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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:

4000	2/3/2014 - 2/2/2015
6000	2/3/2014 - 2/2/2015

CLIN - DELIVERIES OR PERFORMANCE

1. The support services performed under the Base for Year 1 (CLINs 4000 and 6000) shall be conducted from 03 FEBRUARY 2014 through 02 FEBRUARY 2015.
2. If exercised, the support services performed under the Option for Year 2 (CLINs 7100 and 9100) shall be conducted from 03 FEBRUARY 2015 through 02 FEBRUARY 2016.
3. If exercised, the support services performed under the Option for Year 3 (CLINs 7200 and 9200) shall be conducted from 03 FEBRUARY 2016 through 02 FEBRUARY 2017.
4. If exercised, the support services performed under the Option for Year 4 (CLINs 7300 and 9300) shall be conducted from 03 FEBRUARY 2017 through 02 FEBRUARY 2018.
5. If exercised, the support services performed under the Option for Year 5 (CLINs 7400 and 9400) shall be conducted from 03 FEBRUARY 2018 through 02 FEBRUARY 2019.
6. Distribution, consignment and marking instructions for all reports listed in Section C, Statement of Work, shall be FOB Destination to the cognizant Contracting Officer's Representative listed in Section G.
7. Place of Performance

Work will be performed at the Office of Naval Research and company site locations as noted in the Level of Effort in Section G, paragraph 7.0. Six spaces will be on site at ONR. Basic facilities such as work space and its associated operating requirements (i.e., phones, desks, and utilities) will be provided while working in Government facilities.

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SECTION G CONTRACT ADMINISTRATION DATA

1. 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.

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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.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	<u>HQ0338</u>
Issue By DoDAAC	<u>N00014</u>
Admin DoDAAC	<u>S0107A</u>
Inspect By DoDAAC	<u>N/A</u>
Ship To Code	<u>N/A</u>
Ship From Code	<u>N/A</u>
Mark For Code	<u>N/A</u>
Service Approver (DoDAAC)	<u>S0107A</u>
Service Acceptor (DoDAAC)	<u>N/A</u>
Accept at Other DoDAAC	<u>N/A</u>
LPO DoDAAC	<u>N/A</u>
DCAA Auditor DoDAAC	<u>HAA402</u>
Other DoDAAC(s)	<u>N/A</u>

(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.

Not applicable

(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

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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.

(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 (changes in bold)

(a) It is hereby understood and agreed that this contract will not exceed a total amount of [REDACTED], including an estimated cost of [REDACTED] and a fixed fee of [REDACTED].

(b) **CLIN 4000 will not exceed a total amount of [REDACTED], including an estimated cost of [REDACTED] and a fixed fee of [REDACTED]. The total amount presently available for payment and allotted to CLIN 4000 of this contract is [REDACTED], including an estimated cost of [REDACTED] and a fixed fee of [REDACTED]. It is estimated that the amount allotted of [REDACTED] will cover the period from date of award through 15 JAN 2015.**

(c) CLIN 6000 will not exceed a total amount of [REDACTED] including an estimated cost of [REDACTED] and a fixed fee of [REDACTED]. The total amount presently available for payment and allotted to CLIN 6000 of this contract is \$45,358, including an estimated cost of [REDACTED] and a fixed fee of [REDACTED]. It is estimated that the amount allotted of [REDACTED] will cover the period from date of award through 13 Sep 2014.

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 C L I N (s) o r SLIN(s).	Instruction for Use
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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
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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). Any travel with an airfare cost exceeding \$2,500 must be approved in advance by the Procuring Contracting Office. 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 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 of \$171,715 per 12-month period of performance. The NTE amount should be proposed and included as part of the cost total (inclusive of G&A, but without profit or fee) in every proposal submitted under this solicitation.

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.

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.

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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

Throughout the performance of the technical tasks/requirements, use of the contractor's facilities may be required to host TOP SECRET meetings or conferences. The contractor should have access to meeting space at no additional direct cost to the government that can accommodate TOP SECRET level events for up to 50 attendees. It is preferred that the space be within ten (10) driving miles from the ONR headquarters location in Arlington, VA. For meetings and conferences that exceed 50 attendees, the cost of the space may be leased and charged as an Other Direct Cost.

Contractor personnel shall be located both at in contractor provided space, preferably located within a ten mile radius of the ONR facility located at One Liberty Center, 875 North Randolph Street, Arlington, VA 22203 or within the Code 30 spaces at the Office of Naval Research. The contractor shall provide meeting space and an S&T Integration War Room at the SECRET level within ten (10) miles from the north gate or south (back) gate of the Marine Corps Base Quantico. The S&T Integration War Room shall be able to hold 20-40 people; have white boards around the room, and the power to support multiple laptops and projectors.

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 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

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work should be identified and requested through the designated Contracting Officer's Representative (COR).

The availability of any required computer resources while working on Government facilities should be verified in advance with 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.nmcieds.com/index.asp>.

3.3 Security Requirements

a) Clearance Requirements. During the performance of the effort, the Contractor may be required to have access to, and may be required to receive, generate, and store information classified up to the level of TOP SECRET. The contractor facilities used in support of this contract must be granted TOP SECRET facility clearance. For personnel, a minimum clearance of SECRET is required for all labor categories that do not state otherwise within the Personnel Qualifications sections of this solicitation. The Personnel Qualifications section of this solicitation lists the key and non-key personnel labor categories, with clearance requirements described therein. ONR will indicate on the DD form 254 the specific requirements regarding the necessary storage level and processing requirements for classified information. The DD Form 254 will be required prior to access or production of any classified information. Additionally, Contractor is required to safeguard the information labeled as proprietary.

b) 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.

c) Nondisclosure Agreement. In the course of its work, each employee of the selected Contractor will be required to execute a Nondisclosure Agreement (NDA). Each employee of the successful

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offeror will be required to sign a Non-Disclosure Agreement (NDA) prior to commencing work under this Order. The supervisor/manager of the proposed personnel will also be required to sign the NDA on behalf of the Contractor. The NDA that shall be used at the commencement of this order is attached to the solicitation.

3.4 Organizational Conflict of Interest (OCI)

3.4.1 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 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>.

3.4.2 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

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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.

3.4.3 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. Mary Helen Dent, ONR 254, 703-254-7288, DSN 426-2440, E-Mail Address: mary.dent@navy.mil

Inspection and Acceptance – Designated Contracting Officer's Representative (COR) - Ms. Jessica Reda, ONR 30, (703) 588-0549, Email Address jessica.reda@navy.mil

Security Matters – Ms. Diana Pacheco, ONR 43, (703) 696-8177, DSN 426-8177, E-Mail Address: diana.pacheco@navy.mil

Task Order Ombudsman (as per FAR 16.505(b)(5)) – Ms. Melanie Alston, ONR 02, (703) 588-2362, DSN 426-2362, Email Address: Melanie.alston1@navy.mil.

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

The COR for this contract is:

Ms. Jessica Reda, Code: 30, 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. (The table below and information for the blank in paragraph (d) are to be completed by the offeror as part of his proposal.)

	Total Man Hours
Base for Year 1 – CLIN 4000	██████████
Option for Year 2 – CLIN 7100	██████████
Option for Year 3 – CLIN 7200	██████████
Option for Year 4 – CLIN 7300	██████████
Option for Year 5 – CLIN 7400	██████████
Total	██████████

(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

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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 708 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

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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.

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

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

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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 24 hours) should any of the substitute/replacement personnel be considered unqualified.

The Contractor shall provide qualified personnel to manage and execute all aspects of the statement of work. The following skill sets are required to support the tasks:

ALL PERSONNEL: All personnel must be thoroughly proficient in the use of commercial software packages such as Microsoft Word, Project, Excel and PowerPoint.

KEY PERSONNEL: Personnel submitted for consideration in the labor categories that follow are considered Key Personnel. Key Personnel should be able to demonstrate an understanding in Naval Expeditionary Maneuver Warfare/Irregular Warfare Science and Technology (S&T)

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Department (CODE 30) Program Areas: (Fires; Maneuver; Force Protection; Command Control, Communications and Computers [C4]; Intelligence, Surveillance and Reconnaissance [ISR]; Human Performance, Training and Education [HPTE]; Logistics; Human Social Cultural Behavioral Modeling; Naval Expeditionary Dog Program; Countering Improvised Explosive Devices; Science Addressing Asymmetric Explosive Threats; Cyber-technology and cyberwarfare)

- **Team Lead.** The Team Lead shall serve as the overall lead of the Contractor's team assigned to perform the tasks defined in this solicitation. The candidate shall provide technical and management support to the government Program Managers, Division Directors, and Department Head within CODE 30. The Team Lead must possess a demonstrated in-depth understanding of operational military and technology issues relating to Expeditionary Maneuver Warfare, as well as Irregular Warfare. The candidate shall possess at least a Bachelor's degree from an accredited college or university in a technical or management discipline, or shall possess at least 20 years of generally relevant experience and at least 5 years of experience specific to the areas of S&T concept development, portfolio analysis/assessment, S&T program management, and support to S&T programs. The Team Lead must possess a SECRET clearance. Additional consideration will be given for candidates that meet training requirements for relevant DAWIA certification or for Federal Acquisition Certification for Program and Project Managers (FAC-P/PM) certification, and for advanced academic degrees.
- **Systems Engineer.** The Systems Engineer shall also provide technical and management support to Program Managers in CODE 30. Candidates shall possess at least a Bachelor's degree from an accredited college or university in engineering and have at least 15 years of relevant experience in Science and Technology and/or Acquisition Program Management. The candidate should have recent and excellent systems engineering and technical assistance skills in support of S&T program, particularly in the CODE 30 Program Areas. The candidate should have the ability to assist in effectively formulating and executing science and technology programs, conducting technology assessments, and coordinating a group of individuals to create a proactive, high performing team. Additional consideration will be given for candidates that meet training requirements for relevant DAWIA certification or for Federal Acquisition Certification for Program and Project Managers (FAC-P/PM) certification, and for advanced academic degrees. The Systems Engineer must possess a SECRET clearance.
- **Integration and Engagement (I&E) Lead.** The I&E Lead must possess a demonstrated understanding of the S&T development process, established professional relationships with key senior leaders (SES, General/Flag Officer level) throughout the USMC, the Naval Special Warfare Command, Defense Research & Engineering (DDR&E) and Service Acquisition and Requirements/Combat Development Communities, and Combatant Commands, Combating Terrorism Technical Support Office (CTTSO), Army Geospatial Center (AGC), and the Communications-Electronics Research, Development, and Engineering Center, Research, Development & Engineering Command (CERDEC –

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RDECOM). The I&E Lead must possess at least 15 years of generally relevant experience and at least 5 years of experience specific to the areas of S&T concept development, portfolio analysis/assessment, S&T program development, and support to S&T programs. He/she shall possess a Bachelors degree, or higher, and a SECRET clearance. Additional consideration will be given for candidates that meet training requirements for relevant DAWIA certification or for Federal Acquisition Certification for Program and Project Managers (FAC-P/PM) certification, and for advanced academic degrees.

- Senior Operations Research Analyst. The Senior Ops Research Analyst must possess the ability to conduct operations research, analyses, and wargames in order to fully vet candidate concepts for new technologies or practices. In particular, those efforts involving Naval futures, strategic vision, and external strategic engagement are required. He/she shall possess at least a Bachelor's degree from an accredited college or university in a technical discipline, shall have at least 20 years generally relevant experience and at least 5 years specific to S&T. The Senior Ops Research Analyst shall possess a TOP SECRET clearance. Additional consideration will be given for candidates that meet training requirements for relevant DAWIA certification or for Federal Acquisition Certification for Program and Project Managers (FAC-P/PM) certification, and for advanced academic degrees.
- Technology Demonstration Lead. A Technology Demonstration Lead shall provide test evaluation and technology demonstration support and coordination to the Program Managers within CODE 30. A Technology Demonstration Manager shall possess at least a Master's degree in relevant discipline from an accredited college or university and have three years of relevant experience in test evaluation and technology demonstrations. The candidate should have excellent skills in his/her respective career field, technical testing, evaluation and demonstration, and project management. The candidate should have the ability to effectively formulate and execute demonstration programs to include planning budgeting test execution and test reporting, as well as the ability to work within a team environment. The candidate shall possess a thorough understanding of the various Human Research Protection Program (HRPP) protocols and regulations to ensure adherence during planning and testing. The candidate shall possess knowledge of the U.S. Navy and U.S. Marine Corps IRB process and its application throughout the demonstration and testing cycle of S&T programs. Additional consideration will be given for related experience within the U.S. Marine Corps Test & Evaluation field as well as for candidates that meet training requirements for relevant DAWIA certification or for Federal Acquisition Certification for Program and Project Managers (FAC-P/PM) certification and advanced academic degrees. The Technology Demonstration Lead must possess a SECRET clearance.

NON-KEY PERSONNEL: Personnel support is also anticipated in the following labor categories.

Personnel submitted for consideration in the labor categories that follow are considered non-Key Personnel.

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- Navy/Marine Corps Business Analyst. A Business Analyst shall provide business management support to the CODE 30 Program Managers, Division Directors, and Department Head. A candidate shall be proficient in the guidance and processes associated with, and the development and promulgation of, the Navy and Marine Corps Science & Technology Program Objectives Memorandum (POM), as well as knowledge of synchronizing budget actions across ONR, the Naval Research Enterprise (NRE) and the USMC. The candidate shall possess at least a Bachelor's degree in a relevant discipline from an accredited college or university and five years of recent/relevant experience in Marine Corps S&T budget formulation and management. The Navy/Marine Corps Business Analyst must possess a SECRET clearance.
 - Psychologist/Social Scientist. The Psychologist/Social Scientist must possess demonstrated expertise in areas related to social, human behavioral, or human performance sciences and a demonstrated ability to provide scientific assessment of S&T programs in support of CODE 30 Program Managers. The candidate shall possess at least 5 years of generally relevant experience and at least 5 years of experience specific to the areas of human and social behavioral modeling analysis/assessment, and/or human performance and training assessment. The candidate shall possess a Masters Degree, or higher, in a scientific field and be eligible for a SECRET clearance. Additional consideration will be given for related experience and for other advanced academic degrees.
 - Program Analyst. The Program Analyst should have excellent skills in data interpretation and analysis as well as interpersonal communication. Candidate should have demonstrated competence/experience in the conduct of operational assessments of research and development activities in the Navy and DoD environment. The candidate should have the ability to effectively work independently and as part of an integrated team of Government and non-Government players. The candidate should have the ability to effectively formulate and execute budgets, prepare the varied types of funding documents, monitor and report on funding obligations and expenditures, and when necessary, prepare budget related reclaims. The candidate must possess a minimum 5 years of relevant experience, a Bachelors degree or higher, and be eligible for a SECRET clearance. Additional consideration will be given for related experience, as well as any advanced degrees.
- Multimedia and Graphics Support Specialist(s). Multimedia/Graphics Support Specialist(s) will possess expertise in the areas of 2D/3D graphics, animated graphics, video development, web-site design maintenance, and/or conference planning and support. The candidate must possess a Bachelor's degree and be eligible for a SECRET clearance. Additional consideration will be given for related experience and for other advanced or technical academic degrees.

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

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- 2) Subject has an initiated or completed NACI or equivalent investigation type
- 3) Visit request has been submitted to ONR Security and approved by the appropriate ONR Code Administrative Officer (AO)

11.0 ONR 5252.237-9705 KEY PERSONNEL (DEC 88)

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel." No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period, the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least thirty (30) days in advance, forty-five (45) days if security clearance must be obtained, of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent below. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

Team Lead - Balisle, Jeffrey M
Integration and Engagement (I&E) Program Lead - Balisle, Jeffrey M
Integration and Engagement (I&E) Program Lead - Ayer, Clifford B. III
Integration and Engagement (I&E) Program Lead - Simmons, Layne Ellen
Integration and Engagement (I&E) Program Lead - DiAntonio, Brian
Senior Operations Research Analyst - Gendron, Gerald
Senior Operations Research Analyst - McDonough, Tim
Senior Operations Research Analyst - Killian, James
Technology Demonstration Lead - Guilmain, Rodney A.
Technology Demonstration Lead - Brown, Kenneth F Jr
Technology Demonstration Lead - Berkowitz, Bob
Systems Engineer - Berkowitz, Bob

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Systems Engineer - Saylor, Dave
Systems Engineer -Shock, Richard W.
Systems Engineer - Miller, Charles

Accounting Data

SLINID	PR Number	Amount
400001	1300398415	[REDACTED]
LLA :		
AA 1741319W3TP2510001400501202D000000A00002084100		

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 01

400002	1300398415	[REDACTED]
LLA :		
AA 1741319W3TP2510001400501202D000000A00002084100		

600001	1300398415	[REDACTED]
LLA :		
AA 1741319W3TP2510001400501202D000000A00002084100		

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 03

400003	1300398415	[REDACTED]
LLA :		
AB 1731319 W2DV 251 00014 0 050120 2D 000000 C20002084100		

400004	1300398415	[REDACTED]
LLA :		
AC 1731319 W3DW 251 00014 0 050120 2D 000000 E20002084100		

400005	1300398415	[REDACTED]
LLA :		
AD 1731319 W3TP 251 00014 0 050120 2D 000000 E80002084100		

400006	1300398415	[REDACTED]
LLA :		
AE 1731319 W3TP 251 00014 0 050120 2D 000000 F00002084100		

400007	1300398415	[REDACTED]
LLA :		
AF 1741319 W232 251 00014 0 050120 2D 000000 F20002084100		

400008	1300398415	[REDACTED]
LLA :		
AG 1741319 W3TP 251 00014 0 050120 2D 000000 F30002084100		

400009	1300398415	[REDACTED]
[REDACTED]		
AH 1741319 W3F3 251 00014 0 050120 2D 000000 C10002084100		

600002	1300398415	[REDACTED]
[REDACTED]		
AJ 1741319 W3F3 251 00014 0 050120 2D 000000 C10002084100		

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MOD 03 Funding 345623.00
Cumulative Funding 1116070.00

MOD 04

400010 1300398415 [REDACTED]
LLA :
AK 1731319 W1AE 251 00014 0 050120 2D 000000 F40002084100

400011 1300398415 [REDACTED]
LLA :
AL 1731319 W1AE 251 00014 0 050120 2D 000000 F50002084100

400012 1300398415 [REDACTED]
LLA :
AM 1731319 W232 251 00014 0 050120 2D 000000 F60002084100

400013 1300398415 [REDACTED]
LLA :
AN 1731319 W3TP 251 00014 0 050120 2D 000000 E80002084100

400014 1300398415 [REDACTED]
LLA :
AP 1741319 W1AE 251 00014 0 050120 2D 000000 F70002084100

400015 1300398415 [REDACTED]
LLA :
AQ 1741319 W2F2 251 00014 0 050120 2D 000000 G00002084100

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05

400016 1300440274 [REDACTED]
LLA :
AR 1731319 W2DV 251 00014 0 050120 2D 000000 A00002396513

400017 1300440274 [REDACTED]
LLA :
AS 1731319 W3DW 251 00014 0 050120 2D 000000 A10002396513

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 06

400018 1300398415 [REDACTED]
LLA :
AT 1751319 W3TP 251 00014 0 050120 2D 000000 G30002084100

MOD 06 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

This solicitation is issued on an unrestricted basis.

1.0 SMALL BUSINESS OPPORTUNITIES

Under this solicitation Offerors are strongly encouraged to provide meaningful small business opportunities to small businesses, HUBZone small businesses, small disadvantaged businesses, woman-owned small businesses, veteran owned small businesses, service disabled veteran-owned small businesses, historically black colleges and universities, and minority institutions.

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 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

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

4.0 HOURS OF OPERATION AND HOLIDAY SCHEDULE

4.1 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/Operating_Status_Schedules/fedhol/2011.asp . 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.

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4.2 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.

5.0 ACCOUNTING SYSTEM

In accordance with FAR 16.301-3(a), a cost-reimbursement contract may be used only when the contractor's accounting system is adequate for determining costs applicable to the contract. The Contractor's accounting system must be determined "adequate" for cost-reimbursement contracts prior to task order award. This accounting system requirement will not be reviewed as part of a determination as to whether a perspective contractor is responsible in accordance with FAR Part 9.104-1. But rather, an offeror's ability to demonstrate its accounting system is adequate for determining costs applicable to the contract is a specific task order requirement that will be part of the determination as to whether an offeror's proposal is responsive to the solicitation. If ONR is able to make an award without discussions for this task order solicitation, it does not intend to request DCAA accounting system audits to verify an offeror's compliance with this requirement due to the limited resources and length of time it takes DCAA to perform an accounting system audit.

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SECTION I CONTRACT CLAUSES

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.")
FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) (APPLICABLE IF CONTRACT PROVIDES FOR PERFORMANCE, IN WHOLE OR IN PART, ON A FEDERAL FACILITY)
DFARS 252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001) (APPLICABLE IF FAR 52.204-2, SECURITY REQUIREMENTS APPLIES)

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SECTION J LIST OF ATTACHMENTS

Changes below noted in bold:

Attachment 1 - Non Disclosure Agreement

Attachment 2 - Quality Assurance Surveillance Plan

Attachment 3 - Small Business Subcontracting Plan

Attachment 4- COR Appointment Letter J. Reda

Attachment 5 - DoD Contract Security Classification Specification, DD 254 revised 22 Sep 2014