

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
P00001

3. EFFECTIVE DATE
08-May-2017

4. REQUISITION/PURCHASE REQ. NO.
ERP ADMIN

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

6. ISSUED BY CODE

N00014

7. ADMINISTERED BY (If other than Item 6)

CODE

S2101A

Office of Naval Research
875 N. Randolph St
Arlington VA 22203-1995
katherine.sisk@navy.mil 703-696-2601

DCMA Baltimore
217 EAST REDWOOD STREET, SUITE 1800
BALTIMORE MD 21202-3375

SCD: C

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

Tech Marine Business
100 M Street, SE Suite 800
Washington DC 20003

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4138 / N0001417F3001

10B. DATED (SEE ITEM 13)

07-May-2017

CAGE CODE 1SCQ8

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:
- D. OTHER (Specify type of modification and authority)

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)

Tracie L Simmons, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY /s/Tracie L Simmons

(Signature of Contracting Officer)

08-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 to:

1) Revise Section G, Paragraph 5.2 to change the Contractor's Authorized Point of Contact from Ms. Cathy Powell to Mr. Richard Parker.

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 [REDACTED] by [REDACTED] to [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 C DESCRIPTIONS AND SPECIFICATIONS

1.0 Background

The Office of Naval Research (ONR) Comptroller's Office (Code 08) is responsible for budgeting, accounting, and managerial and fiduciary reporting for the Department of the Navy (DON) Science and Technology (S&T) Program and other funding directly controlled by ONR as Budget Submitting Office (BSO 14). Code 08 has broad responsibilities for budget execution, reporting, and analysis for the DON Research, Development, Test and Evaluation (RDT&E) appropriation. In executing these responsibilities, the Comptroller's Office is responsible for reviewing the expenditures and correcting all problem disbursements, validating outstanding commitments and unliquidated obligations and the reviews of all types of funding that enter Code 08 for execution. Code 08 is comprised of the following two divisions: the Budget Submitting Office/ONR Financial Management Division (ONR 82) and the Accounting Division (ONR 83). The Comptroller staff interacts directly with individuals at all levels in DON and other Department of Defense (DOD) and non-DoD organizations.

2.0 Performance Work Statement

2.1 Objective

The purpose of this task order (also referred to herein as “contract”) is to provide the ONR Code 08 Comptroller's Office with financial services and related administrative support, to include assistance with audit readiness, performance of the tri-annual review, and management of the Financial Management (FM) inbox for ONR. These tasks will aid in the execution of programs and the seamless operation of the office.

2.2 Scope

The contractor shall provide financial management and reconciliation support services to the Office of Naval Research. This support involves reconciliation of ONR's detail obligation records between the accounting and payment offices. The contractor shall identify accounting errors and systemic problems with the lines of accounting in contracts issued by ONR. Where applicable, the contractor shall submit corrections to DFAS and ONR to correct errors in the accounting systems.

The contractor will enter data to update commitment and obligation validation websites, to include the tri-annual review tool. The contractor will also perform both commitment and obligation validation reviews as required by DODFMR (Department of Defense Financial Management Regulations) Volume 3, Chapter 8, including contacting the performing activity's contracting office and/or budget offices.

The contractor will contact ONR program offices and vendors that have not obligated funding documents. The contractor will request a contract modification to obligate or deobligate the remaining funds, depending upon the direction of the program office. The contractor shall update the status of funding documents in the module within the tri-annual review tool for monitoring

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outstanding commitments. This will assist ONR management with obligating outstanding commitments or identifying excess funds that could be recouped. The contractor shall scan and file FM documents into the Code 08 filing system after they have been returned back to ONR from the performing activities. The contractor shall log cancelled accounts and work breakdown structure changes with Code 0823 (Allocation, Naval Research Laboratory (NRL) and Chief of Naval Operations (CNO), Financial Management Branch).

The contractor will provide accounting and payment support to ONR regional offices as an intermediary with Defense Finance and Accounting Services (DFAS).

The contractor will provide Financial Improvement and Audit Readiness (FIAR) support to the ONR, providing assistance and subject matter expertise to the ASN (FM&C) FIAR support team for ONR.

2.3 Technical Tasks/Requirements

The work required includes, but is not limited to the following tasks:

2.3.1 Prepare entries and input, track and monitor data for inclusion in various information systems (Navy ERP, STARS, CAMIS (Contracting Administration Information System), COBRA (Computer Optimized Batch Reconciliation Application)). Execute database inputs for both commercial and agency-specific systems (Navy ERP, STARS, Code 08 Execution Website and Microsoft Excel) as required. Prepare and distribute routine financial reports. Post obligations into official DON and ONR systems (Navy ERP, STARS, Code 08 Execution Website and Microsoft Excel) within two days of receipt, ensuring that all obligations received during the month are posted before the execution systems (Navy ERP and STARS) close. Process standard queries in the execution systems (Navy ERP and STARS).

2.3.2 Assist staff with follow-up phone calls/emails on outstanding documents and actions. Monitor outstanding commitments and funding document acceptances by contacting points of contact (POCs), preparing and tracking progress of a weekly status report to be distributed via email to program managers and Business Financial Managers (BFMs). Perform system queries to confirm funds on each funding document acceptance are obligated in applicable execution system.

2.3.3 Use a variety of software programs (Microsoft Suite and Microsoft Excel) including word processing, database, graphics, website, spreadsheet, and project management applications, as well as other custom applications to perform agency-specific administrative tasks. Prepare a weekly execution report by Program Element (PE)/Project using ONR 08's execution website. Manage the allocation request intake process, maintain logs containing same day receipt of requests, monitor to ensure allocation actions are completed within three days, and prepare weekly status and metrics reports.

2.3.4 Maintain hard copy and electronic filing and record keeping systems to facilitate retrieval and historical record maintenance as required by Code 08 or other pertinent entities. Maintain logs in various databases, prepare and print reports. Archive electronic and paper documents within two days of receipt. Retrieve archived document within sixty minutes of request for

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retrieval.

2.3.5 Prepare and track funding documents, correspondence, reports, and tabular data from drafts provided by Code 08 personnel and edit for spelling, punctuation and grammar. Ensure formats conform to Department of the Navy and ONR procedures. Understand and adhere to accepted correspondence protocols. Draft routine funding documents or one to two page letters in standard formats within sixty minutes.

2.3.6 Greet visitors, communicate messages, and answer telephones. Route calls appropriately. Take and forward accurate and complete messages. Distribute incoming mail, faxes and emails. Mail, fax or email outgoing correspondence and funding documents.

2.3.7 Coordinate and monitor meetings, appointments, schedules and facilities as requested by Code 08 personnel. Provide direct support for presentations, conferences, events and other meetings as requested by Code 08 personnel. Duplicate, collate and assemble material in proper order. Provide and maintain duplicates as required.

2.3.8 Handle and track in-coming and out-going checks, ensuring management control policies and procedures are followed.

2.3.9 Maintain and administer office operating supplies.

2.3.10 Reconcile ONR's detail obligation documents between the accounting offices (ERP and STARS) and payment offices.

2.3.11 Identify accounting errors in both ERP and STARS. Identify system disbursement problems found in contracts issued by ONR.

2.3.12 Submit corrections to DFAS and ONR for any errors in Navy ERP or STARS accounting systems and Mechanization of Contracts Administration Services (MOCAS), where applicable.

2.3.13 Provide maintenance support for the tri-annual review tool, the outstanding commitment tool and obligation validation tool.

2.3.14 Perform other duties as assigned within scope of this order, which may include but not limited to: filing, faxing, copying, and reviewing incoming funds, setting up video teleconferencing for Code 08 personnel and posting of financial management obligations.

2.3.15 Provide support to ONR program officers, ONR administrative contracting officers, and ONR administrative grants officers to research and resolve payment and accounting problems on contracts and grants administered by ONR.

2.3.16 Provide FIAR and audit readiness support to ONR. This includes responding to audit sampling requests and follow-up requests, providing subject matter expertise in the Contract-Vendor Pay, Grants, and Reimbursable Work (Economy Act) Order business segments to the on-site ASN (FM&C) FIAR support team, and assisting the FIAR support team in responding to data calls sent by the ASN (FM&C).

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2.3.17 Provide support and subject matter expertise to the ONR Special Assistant – Policy and Guidance for FMB live coordination of updates to the DOD Financial Management Regulation and other OSD and DON instructions, policies and regulations.

3.0 Personnel Qualifications

3.1 General Personnel Requirements

The Contractor shall provide qualified personnel to manage and execute all aspects of the Performance Work Statement (PWS).

- All personnel will use Microsoft Office programs to include Word, Excel, PowerPoint, Outlook, and Project.
- All personnel must have experience with the current Navy accounting process and systems, auditing, and financial consulting.

3.2 Specific Personnel Requirements & Qualifications

Position 1: Program Manager/Senior Financial Analyst (1 FTE – Key Personnel)

This position is intended to provide both working level support and overall program management of the Contractor’s team. The following technical tasks apply to this position: 2.3.10, 2.3.11, 2.3.12, 2.3.15, 2.3.16, 2.3.17 (See Section 2.3).

Qualifications:

The individual is required to:

- Possess a Bachelor’s Degree from an accredited college or university in a business related field.
- Possess fifteen (15) years of progressive financial analyst experience within the last eighteen (18) years, with at least five (5) of those years having managed projects, contracts, funds, and resources in support of Department of Navy programs and three (3) years of experience managing, reporting and resolving problem disbursements.
- Experience must include work in DoD Financial Improvement and Audit Readiness Efforts and 2nd level review.
- Have previous experience using the Contract-Vendor Pay, Grant, and Economy Act Order business segments.
- Possess experience in the following management skills: Formulating and enforcing work standards; assigning Financial Analyst (Position 2) and Information Specialists’ (Position 3) schedules; maintaining work breakdown schedule; reviewing costs, budgets and performance; and communicating policies, purposes and goals to both subordinates and subcontractors.
- Possess experience overseeing project performance and organizing resources to support and manage the execution of multiple projects.
- Possess experience in one or more of the following business improvement areas: business process engineering, change management, financial management, or program management.

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- Possess experience providing strategic program level skills and perspective to integrate business enterprise systems and related processes.
- Possess experience leading and conducting executive level presentations with senior government leaders

Additional Considerations:

- Possess a Master’s degree from an accredited college or university in a business related field.
- Previous experience with ONR business practices.

Position 2: Financial Analyst (1 FTE)

The following technical tasks apply to this position: 2.3.2, 2.3.3, 2.3.4, 2.3.13 (See Section 2.3).

Qualifications:

The individual is required to:

- Possess a Bachelor’s Degree from an accredited college or university in a business related field.
- Possess three (3) years of experience within the last seven (7) years in Navy Financial Management.
- Possess experience with the DoD-wide tri-annual review process, including gathering data, performing analyses, making diagnoses, developing conclusions and preparing the required deliverables on an automated system.

Position 3: Information Specialist or Equivalent (2 FTEs)

The following technical tasks apply to this position: 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.14 (See Section 2.3).

Qualifications:

The individual is required to:

- Possess High School diploma.
- Possess two (2) years of experience in Navy Financial Management.

3.3 FTE Summary Table:

Job Category	FTE(s)	Number of People Sought	Anticipated Work Location (Gov’t Site/Contractor Site)
Program Manager/Senior Financial Analyst (Key Personnel)	1	1 FTE = 1 qualified individual, full time	Gov’t Site

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Financial Analyst	1	1 FTE = 1 qualified individual, full time	Gov't Site
Information Specialist	2	2 FTEs = 2 qualified individuals, full time	Gov't Site
Total		4.0 FTEs	

Note 1: One (1) FTE is equivalent to 1,920 hours, which accounts for vacation time and holidays.

4.0 Period of Performance

The periods of performance shall be as follows: A twelve (12) month base period and four (4) twelve (12) month option periods. The period of performance for the base period shall be twelve (12) months from the effective date of the contract award. The period of performance for each option period shall be the twelve (12) month period following the expiration of the period preceding it.

5.0 Reports, Data and Other Deliverables

The following deliverables are required to support this task order. Electronic submission is encouraged for all reports, presentations, and support documents, unless otherwise directed by the COR and shall be provided to the COR identified in Section G, Paragraph 5.1 and, as directed, the Contracting Officer and Contract Specialist.

5.1 Weekly Status Report

The contractor shall prepare and provide Weekly Status Reports to the COR. This report will detail weekly status, execution, and metrics updates (See Section C, 2.3.2 and 2.3.3). Contractor format is acceptable with approval of the format by the COR (Exhibit A, CDRL Data Item No. A001).

5.2 Monthly Reports

a) The contractor shall provide a monthly Technical Progress Report to the COR (Exhibit A, CDRL Data Item No. A002). The report may be provided in contractor format (subject to COR approval). The report is due no later than ten (10) business days after the end of each month. The report will include the following information:

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- a. Contractor's name and address;
- b. Contract and subcontract number (if applicable);
- c. Date of Report;
- d. Period covered by report;
- e. Executive Summary;
- f. Performance related work issues;
- g. Work accomplished per labor category;
- h. Hours changed against the task order per labor category;
- i. Problems and issues during report period and planned action for period following the period in which the report was submitted.

b) The contractor shall also provide a Financial Status Report (Exhibit A, CDRL Data Item A003). The 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](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 website (or any successor website identified via administrative modification to the task order) and the contractor will be notified that an updated version shall be used for future submissions. The report is due no later than ten (10) business days after the end of each month.

5.3 Annual Summary Report

The contractor shall prepare an annual summary report, due no later than thirty (30) days after the end of the period of performance. This report shall document cumulative work performed during the reporting period. Contractor format is acceptable (Exhibit A, CDRL Data Item A004).

5.4 Other Reports as Required

For major efforts undertaken within Section 2.3, as requested by Code 08, the contractor shall provide paper and electronic copies of written reports, presentations, briefings, analysis and support documents related to the work conducted in support of Code 08 during the term of this task order (Exhibit A, CDRL Data Item A005).

5.5 Quality Control Plan

The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with the PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is a means by which the contractor assures that work complies with the requirements of the task order.

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The Quality Control Plan (QCP) shall detail the strategy the contractor will employ during task order performance. The Government will monitor the QCP during task order performance to ensure that the contractor is performing in accordance with the QCP. The contractor shall provide a QCP within ten (10) business days of task order award (Exhibit A, CDRL Data Item No. A006). After acceptance of the QCP, the contractor shall receive the Contracting Officer's acceptance in writing of any proposed change to the QCP. When changes are made to the QCP, the contractor shall submit the revised QCP to the Contracting Officer and COR within five (5) business days of the changes (Exhibit A, CDRL Data Item A006).

5.6 Quality Assurance

The Government shall evaluate the contractor's performance under this contract in accordance with the contractor's QCP and the Government's Quality Assurance Surveillance Plan (QASP). The QASP is a Government developed and applied document used to make sure systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this PWS. The intent is to ensure that the contractor performs in accordance with the performance metrics and the Government receives the quality of services required under the contract. The QASP details how the performance standards identified in the PWS are measured, who will perform the measurement, the frequency of surveillance, and the acceptable defect rate(s). The QASP may be updated from time to time by the Government (See Attachment No. 1).

5.7 Enterprise Wide Contractor Manpower Reporting Application (ECMRA) Reports

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for the performance of the services provided under this contract 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 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 in accordance with Exhibit A, CDRL Data Item No. A007. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

5.8 Individual Travel Worksheets and Reports

The contractor shall provide Individual Travel Worksheets and Reports in accordance with Exhibit A, CDRL Data Item No. A008 prior to any travel from the contractor's worksite location, detailing the costs of that travel, to the COR for written approval prior to any travel. Travel must meet the requirements of the Joint Travel Regulations. In addition, travel reports are required no later than 30 days after the conclusion of the travel. The report shall contain dates; locations of travel; purpose; total cost breakdown of travel to include: per diem rates, hotel costs, car rental costs; the identify of other ONR personnel traveling with contractor support personnel; unusual cost items (including registration fees) incurred; tasks performed; and accomplishments. If documentation such as meeting minutes or PowerPoint presentations were

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distributed over the course of the travel, a copy shall be included with the report. Contractor format is acceptable, with approval of the format by the COR.

5.9 Master Travel Log Report

The contractor shall maintain a master log of completed travel for all individuals traveling under this task order. The log shall include travel dates, destination, purpose, and cost breakdown to include airfare, mileage, lodging, per diem, rental car, taxi, and other miscellaneous costs. The contractor shall provide a copy of this report quarterly to the COR in accordance with Exhibit A, CDRL Data Item No. A009. Contractor format is acceptable, with approval of the format by the COR.

6.0 POST AWARD KICK-OFF MEETING

The appropriate representative(s) of the contractor shall be prepared to attend a post award orientation kick-off meeting at Office of Naval Research Headquarters within five (5) business days of award notification. The post award kick-off meeting will be attended by the Contracting Officer, Contract Specialist, Contracting Officer's Representative and any other required members of the program office.

7.0 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 task order. "CAC Card Ready" means:

- a) Subject's fingerprints have been submitted to the Office of Personnel Management (OPM) and determined favorable.
- b) Subject has an initiated or completed NACI or equivalent investigation type.
- c) A visit request has been submitted to ONR Security and approved by the appropriate ONR Code Administrative Office (AO).

8.0 CONTRACTOR PERSONNEL CHECK-IN/CHECK-OUT PROCEDURES

- a) It shall be the contractor's responsibility to ensure that all contractor personnel (Prime and Sub-Labor) comply with ONR's internal check-in for onboarding contractor personnel in accordance with Attachment No. 3 entitled "Check-In- Contractors (CTR)".
- b) It shall be the contractor's responsibility to ensure that all contractor personnel (Prime and Sub-Labor) comply with ONR's internal check-out Procedures for contractor personnel in accordance with Attachment No. 4 entitled "Check-Out – Contractors (CTR)".
- c) All Contractor Personnel shall also comply with the following additional check out procedure(s):
 - Turn in classified records (if applicable).

9.0 NON-DISCLOSURE AGREEMENT

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A Non-Disclosure Agreement (NDA) is required for all personnel performing under this task order. All contractor personnel shall complete and sign an NDA during their Check-In process. See Attachment No. 5.

10.0 INITIAL ORIENTATION

All Contractor personnel shall receive an initial orientation provided by ONR Code 08 at ONR Headquarters, during their Check-In process.

11.0 CONTRACTOR PERSONNEL TERMINATION POLICY

It shall be the contractor's responsibility to ensure that termination of all contractor personnel (Prime and Sub-Labor) are handled off-site at the Prime Contractor's facility to avoid disruption of ongoing work functions at ONR Headquarters. Terminated contractor personnel who possess ONR or other government assets shall return all assets to the contractor's Program Manager on their last day of working on-site at ONR. The contractor's Program Manager shall deliver all ONR and other government assets to the ONR Contracting Officer Representative (COR) or Alternate COR no later than three (3) business days after termination of the contractor's employee.

12.0 COUNTER INTELLIGENCE AWARENESS AND REPORTING (CIAR) TRAINING

All contractor personnel shall attend Counter Intelligence Awareness and Reporting (CIAR) Training in accordance with the DoD Directive 5240.06 within thirty (30) days of their first day of work supporting ONR and annually thereafter. This training will be provided by ONR Security.

13.0 OTHER TRAINING

All contractor personnel shall complete annual organization specific mandatory training as required in accordance with the DoD, Navy and ONR policy. Training may include, but is not limited to: DoD Cyber Awareness, Privacy and Personally Identifiable Information (PII) Awareness, Combating Trafficking in Persons (CTIP), Ethics, No Fear Act, Prevention of Sexual Harassment (POSH) and Equal Employment Opportunity.

14.0 CONTRACTOR ASSIGNMENT OF PERSONNEL

- a) Personnel provided under this task order are critical to the mission of ONR. The contractor is expected to minimize employee turnover with respect to personnel performing under this PWS.
- b) All personnel under this task order shall possess sufficient breadth and depth of applicable experience to provide pertinent support independently.
- c) All personnel performing under this task order must meet or exceed the personnel qualifications of those personnel proposed and accepted at the time of task order award. The Government shall have a minimum of seven (7) business days to review the qualifications of replacement personnel prior to the personnel reporting to work. The Contractor shall be prepared to provide other personnel immediately (within seven (7) business days) should the

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replacement personnel be considered unqualified.

d) In the event that contractor personnel are not meeting the requirements in the PWS identified in Section C, Paragraphs 3.1 and 3.2, the COR or the Contracting Officer will notify the Contractor of the issues regarding the contractor's personnel. The contractor will have thirty (30) days to remedy the situation in a manner that is acceptable to the Government. A mutual effort will be made to resolve all problems and issues identified.

15.0 PERFORMANCE EVALUATIONS IN CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

a) Continual monitoring of performance is one critical element to the success of the contract. Performance evaluation reports will be prepared at the time of final acceptance of work, termination, annually or other times, as appropriate. Performance evaluations are done in CPARS at www.cpars.gov by focusing on elements of quality control, effectiveness of management, timely performance and compliance with safety standards.

b) If the COR concludes that a contractor's overall performance is less than satisfactory, the contractor shall be advised in writing. Contractors taking exception to the evaluation ratings are encouraged to submit comments in writing within CPARS. If the contractor submits written comments, the COR shall include them in the report, resolve any alleged factual discrepancies, and make appropriate changes to the report. If the contractor's performance is found to be less than satisfactory, actions may warrant the Government to make new arrangements with different suppliers or modify existing arrangements.

c) The prime contractor is responsible for the management, performance and monitoring of all subcontractors who are working on this contract. If a subcontractor's performance is less than satisfactory, the Government expects the prime contractor to take effective actions to correct less than satisfactory performance. Less than satisfactory performance by a subcontractor may reflect adversely on the contractor's performance evaluation within the CPARS system.

16.0 PROGRAM REVIEW WITH ONR

a) The Contractor, the Contracting Officer, Contract Specialist, and COR(s) shall meet to review performance under this contract, to determine on-going status, to identify and resolve problems, and to provide information to decision-maker(s).

b) Thereafter, the Contractor, the Contracting Officer, Contract Specialist, and COR(s) will meet quarterly to discuss key process indicators, process deficiencies and problem resolutions. During these meetings, the Contractor's performance and any existing problems will be discussed. A mutual effort will be made to resolve all problems and issues identified.

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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.

FAR 52.246-5 Inspection of Services-Cost Reimbursement (APR 1984)

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	5/7/2017 - 5/6/2018
9000	5/7/2017 - 5/6/2018

CLIN - DELIVERIES OR PERFORMANCE

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

7000	5/7/2017 - 5/6/2018
9000	5/7/2017 - 5/6/2018

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

7100	5/7/2018 - 5/6/2019
7200	5/7/2019 - 5/6/2020
7300	5/7/2020 - 5/6/2021
7400	5/7/2021 - 5/6/2022
9100	5/7/2018 - 5/6/2019
9200	5/7/2019 - 5/6/2020
9300	5/7/2020 - 5/6/2021
9400	5/7/2021 - 5/6/2022

1. Distribution, consignment and marking instructions for all reports listed in Section C shall be FOB Destination to the cognizant Contracting Officer's Representative (COR) listed in Section G and any others listed under the report in Section C, and in accordance with Exhibit A (Contract Data Requirements List (CDRL)).

2. Place of Performance: The support services under this task order shall be performed on-site at ONR Headquarters in Arlington, VA.

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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 (MAY 2013)

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

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

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

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

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

(c) *WAWF access.* To access WAWF, the Contractor shall—

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

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

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

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

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

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

Cost Voucher

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

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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	HQ0338
Issue By DoDAAC	N00014
Admin DoDAAC	S2101A
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	S2101A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA819
Other DoDAAC(s)	N/A

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

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

tom.venuto@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 WAWF Vendor support, please contact the WAWF Help Desk (disa.ogden.esd.mbx.cscassig@mail.mil; 801-605-7095); for Payment Issues, please contact the appropriate DFAS office (<http://www.dfas.mil/contractorsvendors/dodaacsvc.html>); for additional assistance, please contact ONR.NCR.BD021.list.all@navy.mil.

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(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 task order, 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.

[REDACTED]

- [REDACTED]
- [REDACTED]
- c. [REDACTED]

2.0 CONTRACT ADMINISTRATION

2.1 Payment Instructions

(These instructions are provided for the Contract Payment Office (DFAS Columbus) only, and

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are not contractor instructions)

252.204-0009 Contract-wide: by Fiscal Year. (SEP 2009)

The payment office shall make payment using the oldest fiscal year appropriates first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

2.2 Contract Administration Delegation

a) In accordance with FAR 42.202, the Contracting Officer delegates all contract administration functions listed in FAR 42.302(a) and DFARS 242.302(a) to the Contract Administration Office (See ADMINISTERED BY, Block 7 of the Standard Form 1155 of this task order), except for the following contract administration functions retained by the PCO:

Functions Retained:	Retained for Performance by:
FAR 42.302(a)(3), (4), (38) & (58)	PCO

b) Special Instructions (See FAR 42.202(b) and (c)).

2.3 AWARD DISTRIBUTION (JULY 2015)

In accordance with the requirements of FAR 4.201, distribution is made to the contractor, program office, administrative contracting office, payment office and audit office. See the following matrix to determine the specific distribution location, which is based upon the award used:

Distribution	SF26	SF30	SF33	DD1155	ONR Form 1099
Contractor	See Block 7	See Block 8	See Block 15A	See Block 9	See Block 13
Program Office	See Block 11	See Block 6	See Block 11 or Section G	See Block 14	See Block 21
Administrative Contracting Office	See Block 6	See Block 7	See Block 24	See Block 7	See Block 23a
Payment Office	See Block 12	See Block 14	See Block 25	See Block 15	See Block 25a
Auditor	See Section G	See Section G	See Section G	See Section G	

2.4 ELECTRONIC DOCUMENT ACCESS (APR 2012)

The Office of Naval Research (ONR) award and modification documents are now available via

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the Electronic Document Access System (EDA). EDA is a web-based system that provides secure online access, storage, and retrieval of awards and modifications to Department of Defense (DoD) employees and vendors. An ONR representative will enter the contact information for vendor notification of up to two (2) vendor representative into EDA for each contract. Once an executed ONR contract document is loaded into EDA, the designated vendor representative(s) will automatically receive an email notification that the document is available in EDA. The vendor is responsible for retrieving the document from EDA; ONR will no longer mail hard copies to vendors. Each vendor is responsible for providing ONR with their vendor representative's contact information as well as any changes to their contact information changes to the cognizant ONR Contract Specialist or Contracting Officer of each ONR contract. Each request to change EDA vendor representative contact information shall include the following information:

1. Contract Number
2. Email Address
3. First Name
4. Last Name
5. Organization

Users must be aware that EDA inactivates user accounts for non-use after 90 days. Failure to use your account will result in inactivation. A password reset and EDA POC approval is required to reactivate account.

3.0 ORDER DETAILS

3.1 Other Direct Costs (ODCs)

ODCs (Travel) will be reimbursed at cost without burdens, profit or fee. Purchases of all items (Travel) exceeding \$1,000 must be approved in advance by the COR.

The purchase of any computer or magnetic media (i.e. hard drives, flash drives) must be approved by the COR prior to purchase. In accordance with Navy Telecommunication Directive 03-11, ANY such device connected to the Navy Marine Corps Intranet Network shall be turned over to the Government for disposal at the end of task order performance. To prevent forfeiture of ownership, the contractor may NOT connect any privately-owned device to a Government network.

Forfeiture of ownership in accordance with 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 forfeiture 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 cost totals cannot exceed the annual Not-to-Exceed (NTE) amount as specified below for each CLIN:

CLIN	Annual Not-to-Exceed Amount
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9000	\$50,000
9100	\$50,000
9200	\$50,000
9300	\$50,000
9400	\$50,000

3.1.1 Travel and Per Diem

Travel will be required to support this PWS. In accordance with the task order requirements, direct costs associated with the Contractor's travel shall 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. The COR will provide further guidance during the period of performance. As stated in Section C, Paragraph 5.8, the contractor shall provide a worksheet detailing the cost of travel to the COR for written approval prior to any travel.

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 shall not be charged to this Task Order as a direct cost.

3.1.3 Printing and High Speed High Volume Duplicating

The scope of this order does not include printing and high speed high volume duplicating. The 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.

3.1.4 Food

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

3.2 Government Furnished Resources (GFR)

The Government will provide a basic workstation consisting of a desk, chair, phone, lighting, and computer. The computer will be Navy Marine Corps Intranet (NMCI) approved and adhere to Navy Information Technology regulations for contractor personnel working at government facilities. The Government will also provide office supplies, information, material and forms

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unique to the Government for supporting this task order. If the Contractor believes that other Government resources are necessary for task order performance, it must request those resources from the Contracting Officer through the COR. The Contracting Officer is not obligated to provide those resources.

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 shall not be proposed as a direct charge under this solicitation. For security purposes, computers may be required to be authorized and approved by ONR for use. Contractors will be required to obtain Navy Marine Corps Intranet (NMCI) seats to perform the task order PWS. During the performance of the task order, if either party (Government or Contractor) identifies additional NMCI seat requirements needed by the Contractor 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 task order as a result of the emerging NMCI requirements. General information regarding NMCI can be obtained at: <http://www.nmcieds.com/index.asp>.

During the term of the task order, the Government may replace, modify, or improve equipment, systems, at the Government's expense and by means not associated with this task order. All replaced, improved, updated, or modernized, equipment and systems shall be operated by the Contractor at no additional cost to the Government unless such changes result in an increase or decrease in task order requirements. Any training for software updates for Government systems will be provided by the Government to contractor personnel.

3.3 GOVERNMENT FURNISHED PROPERTY (GFP)

There is no existing GFP being provided to the contractor to support this PWS.

3.4 SECURITY REQUIREMENTS

3.4.1 Facility Security Clearance Requirements

Facility Security Clearance Requirements will not be required to support the PWS.

3.4.2 Personnel Security Clearance Requirements

Personnel Security Clearance Requirements will not be required to support the PWS.

3.4.3 National Agency Checks (NAC)

The Contractor shall cooperate with government cognizant service authority performing National Agency Checks with Inquiries (NACI). All onsite contractor personnel that are not required to possess a security clearance shall be subject to NACI to determine their trustworthiness and to ensure the individual does not pose an unacceptable risk to the government agency. NACIs shall be requested by the Office of Naval Research (ONR) Security Division using the SF 85P, and the FD-258 fingerprint card, and will be forwarded to OPM for processing. The results of NACIs

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will be evaluated by ONR Security Division to determine and ensure the individual(s) who are permitted access to command persons, property, facilities, and controlled unclassified information are trustworthy. ONR will notify the contractor in writing whether the contract employee will be authorized initial and continued access to ONR. Onsite contractor personnel not deemed trustworthy or who commit security violation(s) will be immediately removed from ONR premises and shall not be permitted access.

3.4.4 General Security and Safeguarding Requirements

General Security and Safeguarding Requirements will not be required to support the PWS.

3.5 PRIVACY ACT

All contractor personnel assigned to this task order 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.

3.6 PERSONALLY IDENTIFIABLE INFORMATION (PII)

Under the performance of this task order, the contractor will have access to Personal Identifiable Information (PII). PII refers to information that can be used to distinguish or trace an individual's identity. This includes such items as (but not limited to) a person's name, social security number, home/cell telephone numbers, email addresses, bank account information, and biometric records. In accordance with agency standards, the Contractor must properly mark and protect PII that is collected, maintained, created, or disseminated.

3.7 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

a) The parties hereto recognize that the effort to be performed by the Contractor under this contract creates a potential organizational conflict of interest such as is contemplated by Federal Acquisition Regulation (FAR) 9.505. Specifically, ONR has determined that an actual or potential organizational conflict of interest (OCI) exists when the Contractor (including its parent, subsidiaries, and affiliates) performs for ONR both systems engineering and technical assistance (SETA) or other support services and Research and Development (R&D) work. Such situations give rise to OCIs or potential OCIs based on impaired objectivity, biased ground rules, and unequal access to information. The Contractor will not engage in any contractual undertakings or other activities that could create an organizational conflict of interest with its position under this contract, namely those activities that might impair its ability to render unbiased advice and recommendations and from which it may derive an unfair competitive advantage as a result of knowledge, information, and experience gained or work undertaken during the performance of this contract. The Contractor may submit a request to the Contracting Officer to waive the organizational conflict of interest as provided by FAR 9.503 or may submit a mitigation plan to the Contracting Officer for approval to allow participation in a related procurement or other activity. During the term of this contract, including any extensions by change order or supplemental agreement, and for a period of one year thereafter, the Contractor agrees that it will not supply the Office of Naval Research (ONR) under another contract or

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other arrangement as a prime contractor, subcontractor at any tier, or consultant to a supplier, any services, product, item or major component of an item or product that relates to any of the requirements under this contract or to work performed under them.

b) For the purpose of this clause, the term “Contractor” means the Contractor, its subcontractors, subsidiaries, affiliates, partners, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

c) Whenever performance of this contract requires access to another contractor’s proprietary information, as required by FAR 9.505-4(b), the Contractor shall (i) enter into a written agreement with the other entities involved, as appropriate, to protect such proprietary information from unauthorized use or disclosure for as long as it remains proprietary and (ii) refrain from using such proprietary information other than as agreed to. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the Contracting Officer within fifteen (15) calendar days of execution.

d) The Contractor shall educate its employees through appropriate means on the principles of FAR Subpart 9.5. Such education shall include, but not be limited to, training to ensure that employees refrain from using or disclosing proprietary information except as provided by executed agreement or as allowed by the contract.

e) The Contractor shall hold the Government harmless and will indemnify the Government as to any cost or loss resulting from the unauthorized use or disclosure of any third-party proprietary information by its employees, the employees of its subcontractors, or by its agents.

f) For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government reserves the right to terminate this contract for default, disqualify the Contractor from subsequent related contractual efforts, and to pursue any other available legal remedies. If in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest subsequent to contract award, the contracting officer may choose to terminate this contract for the convenience of the government, when such termination is deemed to be in the best interest of the Government.

g) The Contractor will include the same provisions as are expressed in this clause, including this paragraph, in all subcontracts awarded for performance of any portion of this requirement. Subcontract restrictions will be limited, however, to the technical area(s) addressed in the specific statement of work in the subcontractor’s contract. The subcontractor shall not participate in any ONR contract in the applicable technical area(s) without written approval of the ONR Contracting Officer. This restriction is applicable throughout the period of performance of the subcontract, and any extensions thereof by change order or supplemental agreement. Use of a subcontractor on this contract is not permitted without prior approval of the ONR Contracting Officer. When the provisions of this clause are included in a subcontract, the term "contracting officer" shall represent the head of the contracting office of the prime contractor. Any deviations or less restrictive coverage deemed necessary or required by the prime contractor for a particular

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subcontract must first be submitted to the government contracting officer for approval. Subcontractors, on a case-by-case basis, may make a request, through the prime contractor, for a revision to the ONR OCI clause restrictions outlined above.

4.0 PROCURING OFFICE REPRESENTATIVES

(Instructions provided for Administrative Contracting Officer (ACO) and are not contractor instructions)

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 20A on Standard Form 26.

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

(If initial response to contract negotiator's email goes unanswered after 3 business days or the contractor knows the previous negotiator has left ONR, forward message to ONR_Code254ProcurementTech@navy.mil.)

Inspection and Acceptance – Designated Contracting Officer's Representative (COR)

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

Task Order Ombudsman (Per FAR 16.505(b)(5)) – CAPT Ronald Kocher, ONR 02, (703) 588-2362, email: Ronald.kocher@navy.mil

Patent Counsel – Mr. John Forrest, (703) 696-4000, E-mail: john.forrest@navy.mil

5.0 CONTRACT POINTS OF CONTACT

5.1 Contracting Officer's Representative (COR)

The COR for this task order is:

Name: Mr. Tom Venuto

Code: 08

Telephone No: (703) 696-6841

Email Address: tom.venuto@navy.mil

The Alternate COR for this task order is: **N/A**

Name:

Code:

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Telephone No:

Email Address:

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 performance work statement, and monitoring the progress and quality of contractor performance (See Attachment No. 2). The COR is not a contracting officer and does not have authority to take any action, either directly or indirectly, to change the terms and conditions of the task order, or to direct the accomplishment of effort which goes beyond the scope of the performance work statement of the task order.

When, in the opinion of the contractor, the COR requests effort outside the existing scope of the task order, the contractor shall promptly notify the contracting officer in writing. No action shall be taken by the contractor until the contracting officer has formally resolved the issue in writing.

In the absence of the COR named above (due to reasons such as leave, illness, travel), all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR, if assigned, or the contracting officer if no ACOR is assigned.

5.2 Contractor's Authorized Point of Contact

(a) The contractor's point of contact for the contracting officer regarding any contractual matters on this task order is:

Contract Coordinator:

Name: **Mr. Richard Parker**

Phone: **(202) 448-9739**

Email: Richard.parker@tmbhq.com

(b) The contractor shall notify the contracting officer in writing of any changes in the above listed person within five (5) business days of the change.

6.0 CHANGES ONLY BY CONTRACTING OFFICER

- a. No order, statement or conduct of Government persons who meet or communicate with the contractor during the performance of this contract shall constitute a change under the "changes" clause of this contract.
- b. The contractor shall not comply with any order, direction or request of Government personnel that alters the terms of the task order unless it has been approved in writing and signed by the Contracting Officer.
- c. The Contracting Officer is the only person authorized to approve changes to any of the requirements of this contract. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in contract price or period of

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performance to cover any increase in costs incurred as a result thereof.

7.0 CONTRACT TYPE

This is a Cost Plus Fixed Fee Task Order with Cost Reimbursement Other Direct Cost (ODC) CLINs.

8.0 LEVEL OF EFFORT

(a) The Contractor agrees to provide the level of effort specified below in performance of the work described in the PWS of this task 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.

CLIN	Hours Per Period
CLIN 7000 – Base, Year 1	7,680
CLIN 7100 – Option I, Year 2	7,680
CLIN 7200 – Option II, Year 3	7,680
CLIN 7300 – Option III, Year 4	7,680
CLIN 7400 – Option IV, Year 5	7,680
Total	38,400

Note: 1,920 hours is equivalent to one (1) man-year, which is based on a 2,080 man-year taking into consideration two (2) weeks of vacation and ten (10) federal holidays.

(b) Listed above are both compensated and uncompensated man-hours associated with this task 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 148 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.

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(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:

Fee Reduction = Fee X (Required LOE - 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

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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) As detailed in Section F, the primary worksite under this task order is on-site at ONR Headquarters, Arlington, VA. Telework is authorized under this task order. The Contractor may permit its employees to work at locations other than ONR Headquarters, pursuant to the Contractor's alternative worksite and telework policy, provided the COR concurs the alternative worksite arrangements are not detrimental to contract performance. The Government reserves the right to review the Contractor's alternative worksite and teleworking policy. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite and teleworking plan.

9.0 INCREASE IN LEVEL OF EFFORT (COST-REIMBURSEMENT)

(a) In addition to any other option rights that may be provided to the Government by this task order, the Government shall have the right, within any given task order period established in

Section F of this task order, to increase the level of effort for direct labor by up to thirty percent (30%) of the total level of effort for that task order period at the same labor mix as proposed and accepted 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.

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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 task order 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 for direct labor and adjusting the Level of Effort provision for the affected contract period.

[REDACTED]

[REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

This is a 100% Small Business Set-aside and performance will be subject to the Limitation of Subcontracts clause FAR 52.219-14 in the basic IDIQ contract.

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.

2.0 SPECIAL REQUIREMENTS FOR SERVICE CONTRACTS

a) Inherently Governmental Functions – No inherently government functions as defined in FAR 2.101 and FAR 7.5 are to be performed by the contractor or contractor personnel performing under this contract. Contractor employees shall not participate in any deliberations or meetings intended to exercise an inherently governmental function. All final determinations such as binding the United States to take or not to take some action, selecting program priorities, and providing direction to Federal employees shall be made by the government. The contractor shall immediately notify the Contracting Officer's Representative (COR) and the Contracting Officer if performance of an activity would result in the performance of an inherently governmental function.

b) Non-Personal Services Contract – In accordance with FAR 37.101, this contract is a non-personal services contract. Contractor personnel rendering the services shall not be subject, either by the contract's terms or by the manner of its administration, to the continuous supervision and control of a Government officer or employee. The Contractor shall immediately notify the COR and the Contracting Officer if, through contract administration, the actions of a government employee will result in the performance of a personal services contract.

c) Identification of Contractor Personnel – In accordance with DFARS 211.106, contractor personnel shall never identify themselves as representing the Office of Naval Research (ONR), but rather shall identify themselves as being under contract to ONR. To that end, contractor personnel shall 1) identify themselves as contractor personnel at meetings by introducing themselves or being introduced as contractor personnel; 2) display distinguishing badges or other visible identification for meetings with Government personnel; 3) identify themselves as contractor employees in telephone conversations and in formal and informal (e.g. email, email

signatures) written correspondence, 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; and 4) identify themselves as contractor personnel on office name plates and marking of office space.

3.0 KEY PERSONNEL

- 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 below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least 30 days in advance (45 days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph 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 individual proposed at the time of proposal submission. 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:

Labor Category	First/M/Last Name
Program Manager/Senior Financial Analyst	Kamran R. Sarshar

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:

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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.

5.0 ON-SITE WORKING CONDITIONS, HOLIDAYS AND OTHER CLOSURES

a) ONR Headquarters is a smoking restricted workplace. Due to the nature of the work, facilities, and requirements, contractor staff may only smoke outside in designated smoking areas during lunch and designated breaks.

b) ONR conforms to public holidays for federal employees. Contractor support will not be required on public holidays or other days designated as holidays, except to the extent that travel for operational requirements are scheduled. Government personnel observe the following days as holidays and the Government facilities will be closed and unavailable to contractor personnel on these days:

New Year's Day January 1st*

Martin Luther King's Birthday Third Monday in January

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President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day July 4th*

Labor Day First Monday in September

Columbus Day Second Monday in October

Veterans Day November 11th*

Thanksgiving Day Fourth Thursday in November

Christmas Day December 25th*

*If the holiday falls on a Saturday, the Government holiday will be observed the preceding Friday. If the Government holiday falls on a Sunday, the observance will be on the following Monday.

c) In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by Federal Statute
- Any other day designated by Executive Order
- Presidential Inauguration Day
- Any other day designated by the President's Proclamation

d) In the event the Government is closed for any other purpose (e.g., inclement weather, furlough), contractor support personnel may be authorized to work, provided permission is granted by the COR.

e) It is understood and agreed between the Government and the Contractor that in the event contractor personnel wish to attend ONR organizational events, such as annual picnic, holiday party, etc., they must coordinate their work schedules with the COR and must obtain approval from their company's supervisor prior to the event. The Government is not responsible for reimbursing any expenses to the contractor for contractor personnel attending any ONR organizational event.

f) It is understood and agreed between the Government and the Contractor that in the event Government personnel are granted 59 minutes, Contractor personnel shall not be included in the Government's granting of 59 minutes.

g) In the event Contractor support personnel will be absent from the office for other reasons (e.g. sickness, training, vacation, etc.), these absences must be coordinated with the COR and their company's supervisor prior to their occurrence to the maximum extent practicable.

6.0 HOURS OF OPERATION

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a) The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS. The stability and continuity of the workforce are essential.

b) Support must be provided during ONR's core business hours, which begin between the hours of 6:00 and 10:00 am and end between 3:00 and 6:30 pm.

c) Consistent with ONR's core business hours, the Contractor shall provide effort described in paragraph G-8 eight hours per day, forty hours per week, Monday through Friday. With COR approval, the Contractor may adjust individual employee schedules such that during a two-week period of eighty hours, an employee may work eight, nine-hour days; one, eight-hour day; and have one day off. The day off must be either a Monday or Friday.

7.0 TELEWORK

a) Telework may be approved by the COR or ACOR if it is determined the work to be performed can be accomplished offsite. In the case of a Government shutdown/furlough approval by the PCO would also be required in addition to the COR or ACOR. Teleworking must be at no additional cost to the government and not detrimental to contract performance.

b) During approved telework periods, contractors are authorized to use appropriate government furnished equipment to accomplish specific tasks outlined in work plan.

8.0 INCORPORATION OF CONTRACTOR'S TECHNICAL & COST PROPOSAL

Contractor's proposal dated 7 October 2016 including any revision thereto, is incorporated herein by reference with the same force and effect as if set forth in full text. Nothing in the contractor's proposal shall constitute a waiver of any of the terms of the contract. For purposes of FAR clause 52.218-8 "Order of Precedence", the contractor's technical proposal shall be considered a Specification but the Government's PWS shall take precedence over the contractor's proposal.

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SECTION I CONTRACT CLAUSES

Contract clauses shall be in accordance with SECTION I of the Basic IDIQ SEAPORT-E MULTIPLE-AWARD CONTRACT, and hereby incorporated by both reference and full text.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/>

<http://www.acq.osd.mil/dpap/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any Defense Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Clause)

ADDITIONAL FAR AND DFARS CLAUSES

Clauses Incorporated by Reference

FAR 52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)
DFARS 252.203-7996	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements-Representation (DEVIATION 2016-O0003) (OCT 2015)
DFARS 252-203-7997	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2016 O0003) (OCT 2015)
DFARS 252.203-7998	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements-Representation (DEVIATION 2016-O0003) (OCT 2015)

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DFARS 252.204-7008	Compliance with Safeguarding Covered Defense Information Controls (DEC 2015)
DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2015)

Clauses Incorporated by Full Text

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the period of performance end date.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Exhibit A: Contract Data Requirements List (CDRL DD Form 1423)

Attachment No. 1: Quality Assurance Surveillance Program (QASP)

Attachment No. 2: COR Appointment Letter - T. Venuto

Attachment No. 3: Check-In Contractor (CTR)

Attachment No. 4: Check-Out Contractor (CTR)

Attachment No. 5: Nondisclosure Agreement (NDA)