

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
13

3. EFFECTIVE DATE
03-Feb-2017

4. REQUISITION/PURCHASE REQ. NO.
1300474881

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

6. ISSUED BY CODE

N00014

7. ADMINISTERED BY (If other than Item 6)

CODE S2206A

Office of Naval Research
875 N. Randolph St
Arlington VA 22203-1995
megan.gavarkavich@navy.mil 703-696-4559

DCMA BOSTON
495 SUMMER STREET
BOSTON MA 02210-2138

SCD: C

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

Marine Acoustics, Inc.
2 Corporate Place, Suite 105
Middletown RI 02842

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7821 / N00178-14-D-7821-EE01

10B. DATED (SEE ITEM 13)

03-Feb-2015

CAGE CODE 4W813

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)
FAR 43.103(a) Unilateral Modification; FAR 52.217-9 Option to Extend the Term of the Contract

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

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

SEE PAGE 2

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

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

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)

31-Jan-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 as follows:

1. Exercise Option Period II (CLINS 7200 and 9200).
2. Provide an increment of funding in the amount of [REDACTED] to CLIN 7200.
3. Provide an increment of funding in the amount of [REDACTED] to CLIN 9200.

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].

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
720001	RDT&E	[REDACTED]	[REDACTED]	[REDACTED]
920001	RDT&E	[REDACTED]	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7200	[REDACTED]	[REDACTED]	[REDACTED]
9200	[REDACTED]	[REDACTED]	[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
7000	R425	Base Period Test/Demonstration Services in Support of the [REDACTED] At-Sea Field Testing and Demonstration Program (RDT&E)	6624.0	LH	[REDACTED]	[REDACTED]	[REDACTED]
700001	R425	Increment of Funding (RDT&E)					
700002	R425	Increment of Funding (RDT&E)					
700003	R425	ACRN: AB (1300474881) [REDACTED] (RDT&E)					
700004	R425	ACRN AC (1300487292) [REDACTED] (RDT&E)					
700005	R425	ACRN AA (1300474881) [REDACTED] (RDT&E)					
700006	R425	Increment of Funding (RDT&E)					
700007	R425	increment of funding (RDT&E)					
7100	R425	Option I Period Test/Demonstration Services in Support of the [REDACTED] At-Sea Field Testing and Demonstration Program (RDT&E)	8611.0	LH	[REDACTED]	[REDACTED]	[REDACTED]
710001	R425	ACRN: AF [REDACTED] (1300474881) (RDT&E)					
710002	R425	ACRN: AD [REDACTED] (1300474881) (RDT&E)					
710003	R425	ACRN: AG [REDACTED] (1300474881) (RDT&E)					
710004	R425	ACRN: AH [REDACTED] (1300474881) (RDT&E)					
710005	R425	ACRN: AJ [REDACTED] (1300474881) (RDT&E)					
710006	R425	ACRN: AK [REDACTED] (1300474881) (RDT&E)					
710007	R425	ACRN: AL [REDACTED] (1300474881) (RDT&E)					
710008	R425	ACRN: AM [REDACTED] (1300562301) (RDT&E)					
710009	R425	ACRN: AN [REDACTED] (1300474881) (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R425	Option II Period Test/Demonstration Services in Support of the [REDACTED] At-Sea Field Testing and Demonstration Program (RDT&E)	6624.0	LH	[REDACTED]	[REDACTED]	[REDACTED]
720001	R425	ACRN:AN [REDACTED] (1300474881) (RDT&E)					
7201	R425	Option II [REDACTED] Program Support and [REDACTED] Program Support (RDT&E) Option	1840.0	LH	[REDACTED]	[REDACTED]	[REDACTED]
7300	R425	Option III Period Test/Demonstration Services in Support of the [REDACTED] At-Sea Field Testing and Demonstration Program, [REDACTED] Program Support, and [REDACTED] Program Support (RDT&E) Option	10304.0	LH	[REDACTED]	[REDACTED]	[REDACTED]
7400	R425	Option IV Period Test/Demonstration Services in Support of the [REDACTED] At-Sea Field Testing and Demonstration Program, [REDACTED] Program Support, and [REDACTED] Program Support (RDT&E) Option	10304.0	LH	[REDACTED]	[REDACTED]	[REDACTED]

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	ODCs for CLIN 7000 (No Subcontractor or Consultant Costs) (RDT&E)	1.0	LO	[REDACTED]
900001	R425	Increment of Funding (RDT&E)			
900002	R425	ACRN: AB (1300474881) [REDACTED] (RDT&E)			
900003	R425	ACRN AC (1300487292) [REDACTED] (RDT&E)			
900004	R425	Increment of Funding (1300487292) [REDACTED] (RDT&E)			
9100	R425	ODCs for CLIN 7100 (No Subcontractor or Consultant Costs) (RDT&E)	1.0	LO	[REDACTED]
910001	R425	ACRN: AF [REDACTED] (1300474881) (RDT&E)			
910002	R425	ACRN: AG [REDACTED] (1300474881) (RDT&E)			
910003	R425	ACRN: AH [REDACTED] (1300474881) (RDT&E)			
910004	R425	ACRN: AJ [REDACTED] (1300474881) (RDT&E)			
910005	R425	ACRN: AL [REDACTED] (1300474881) (RDT&E)			
910006	R425	ACRN: AM [REDACTED] (1300562301) (RDT&E)			
910007	R425	ACRN: AN [REDACTED] (1300474881) (RDT&E)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9200	R425	ODCs for CLIN 7200 (No Subcontractor or Consultant Costs) (RDT&E)	1.0	LO	██████████
920001	R425	ACRN: AN ██████████ (1300474881) (RDT&E)			
9201	R425	ODCs for CLIN 7201 (No Subcontractor or Consultant Costs) (RDT&E) Option	1.0	LO	██████████
9300	R425	ODCs for CLIN 7300 (No Subcontractor or Consultant Costs) (RDT&E) Option	1.0	LO	██████████
9400	R425	ODCs for CLIN 7400 (No Subcontractor or Consultant Costs) (RDT&E) Option	1.0	LO	██████████

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 BACKGROUND

The Office of Naval Research is an Echelon I headquarters organization within the Office of the Secretary of the Navy. As the Department of the Navy's Science and Technology (S&T) provider, ONR provides technology solutions for Navy and Marine Corps needs. ONR's mission -- defined by law -- is to plan, foster, and encourage scientific research in recognition of its paramount importance as related to the maintenance of future naval power, and the preservation of national security. Further, ONR manages the Navy's basic, applied, and advanced research to foster transition from science and technology to higher levels of research, development, test and evaluation.

The Ocean Battlespace Sensing Department (Code 32) explores science and technology in the areas of oceanographic and meteorological observations, modeling and prediction in the battlespace environment; submarine detection and classification (anti-submarine warfare); and mine warfare applications for detecting and neutralizing mines in both the ocean and littoral environment. The Department also underwrites oceanographic, space-based remote-sensing and environmentally related science and technology efforts within the Department of the Navy.

2.0 STATEMENT OF WORK

The Contractor shall provide Technical and Engineering support for the [REDACTED] Future Naval Capabilities (FNC) projects during the [REDACTED] at-sea field testing and demonstration program; Technical, Programmatic, and Engineering support services for Office of Naval Research LWAD; and Technical, Programmatic, and Business Support for ONR Littoral Anti-Submarine Warfare (LASW) Future Naval Capability (FNC) Program.

2.1 Technical and Engineering Support for the [REDACTED] Future Naval Capabilities (FNC) Projects During the [REDACTED] At-sea Field Testing and Demonstration Program (Base and All Option Periods)

The contractor shall work to measure and analyze the performance and effectiveness of new and improved systems and technologies included in the ONR [REDACTED] Future Naval Capabilities (FNC) projects during the [REDACTED] at-sea field testing and demonstration program. This work is fundamental and essential to the build-test-build process followed in the development of the ONR [REDACTED] FNC systems and sensors. Measurement and analysis of performance and effectiveness will be performed during the intermediate stages of testing in the build-test-build cycle and during the final stage of demonstration that products are ready for transition to acquisition programs. The anticipated scope of this tasking includes research and development testing, measurement, and analysis for two major experiments in the COMSEVENTHFLT area of responsibility (AOR) during the first year, and an estimated two major experiments in the same or similar oceanic areas in each of the following four years.

2.1.1 Tasks/Requirements

The Contractor shall provide test/demonstration services in support of the [REDACTED] at-sea field testing and demonstration program. Tasks include but are not limited to:

- Test/demonstration design and development
- Test/demonstration coordination and execution
- Test/demonstration assessment, evaluation and reporting
- Research, testing, measurement, and analysis related to [REDACTED] projects
- Logistics planning for sea test/demonstration of [REDACTED] related projects
- Generating logistics plans
- Generating test plans for [REDACTED] projects
- Generating environmental compliance documents
- General support of sea test/demonstrations (includes marine mammal observation during sea tests/demonstrations)
- Projecting and assessing operational performance of [REDACTED] related projects
- Marine mammal mitigation planning for [REDACTED] related sea test/demonstrations
- Interfacing with the Navy and other government agencies

2.2 Technical, Programmatic, and Engineering Support Services for the Office of Naval Research Littoral

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Warfare Advanced Development [REDACTED] Project (Option Periods II, III, and IV Only)

2.2.1 Background

The [REDACTED] at-sea field testing and demonstration program is part of the [REDACTED] Future Naval Capability (FNC) effort managed by the leader of the Anti-Submarine Warfare Team (Code 32ASW). The LWAD effort provides a comprehensive scientific, operational and logistics umbrella for conducting experimental testing and demonstration of [REDACTED] FNC technologies. Consolidation of at-sea testing brings expertise in performing the difficult task of sea testing while affording economies of scale in testing, demonstration and use of scarce Fleet assets. The [REDACTED] mission is to robustly test and demonstrate ONR [REDACTED] FNC technologies to ensure transition to acquisition programs and to provide test opportunities for other Science and Technologies/Research and Development [REDACTED]-related projects.

2.2.2 Objective

The Contractor shall provide Technical, Programmatic, and Engineering Support. The Contractor shall support the development and testing of new and improved systems and technologies in the ONR [REDACTED] Future Naval Capabilities (FNC) Program during the [REDACTED] at-sea field testing and demonstration program. This work is fundamental and essential to the build-test-build process followed in the development of the ONR [REDACTED] FNC systems and sensors. The Contractor shall perform measurement and analysis of performance and effectiveness during the intermediate stages of testing in the build-test-build cycle and during the final stage of demonstration that leads to transition to acquisition programs.

2.2.3 Tasks/Requirements

A Top Secret/SCI clearance is needed to meet these tasks/requirements.

2.2.3.1 Develop Schedules

The Contractor shall develop schedules and recommend modifications to schedules for Program Officer approval. The Contractor's recommendations for at-sea-testing schedules shall enhance [REDACTED] support across FNC projects. Recommendations shall maximize appropriate "clustering" of tests to achieve maximum cost efficiency, minimum disruption to the Fleet, and maximum testing opportunity. The Contractor shall provide observations regarding readiness of [REDACTED] FNC products for at-sea demonstration when providing scheduling recommendations.

2.2.3.2 Review sea test aspects of FNC projects

The Contractor shall address exit criteria under Technology Transition Agreements for FNC projects when planning at-sea tests.

2.2.3.3 Provide Internal and External Liaison

The Contractor shall coordinate FNC testing with applicable Fleet representatives, Navy Laboratories, UARCs and other entities as required to ensure that specifications under the exit criteria are tested appropriately under the at-sea tests and to maintain operational awareness of ship schedules, asset availability and potential windows for testing. The Contractor shall coordinate also within the [REDACTED] organization within ONR to insure all aspects of a successful test are addressed including: environmental compliance, environmental characterization, communication, scientific objectives, test plan development and execution, logistics coordination, budget and administration.

2.2.3.4 Review execution of plans at project sites and execution reviews.

2.2.3.5 Serve as an on-site representation during at sea tests

Tasks include establishing and maintaining communications with test conductors of supported FNC projects and providing operational at-sea situation reports to the [REDACTED] Program Manager.

2.2.3.6 Develop financial and programmatic summaries, reports, briefings, and analyses for internal and external data calls and shall track availability, use of funds, and other financial issues.

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Tasks include developing [REDACTED] inputs to the [REDACTED] FNC Business Plan and making budgetary recommendations to the [REDACTED] Program Manager.

2.2.3.7 Review, monitor, and report key [REDACTED] program data

This includes, but is not limited to program progress, burn rates of contract funding, and program execution, to the [REDACTED] office.

2.2.3.8 Support the [REDACTED] management team

Provide technical and managerial support to the [REDACTED] Program Manager.

2.2.3.9 Attend [REDACTED] related activities (e.g., [REDACTED] Executive Committee) and, where the [REDACTED] Program Manager is unavailable, report back to the [REDACTED] Program Manager.

2.3 Technical, Programmatic, and Business Support for ONR [REDACTED] Future Naval Capability (FNC) Program (Option Periods II, III, and IV Only)

2.3.1 Background

The leader of the Anti-Submarine Warfare Team (Code 32ASW) manages the [REDACTED] Future Naval Capability (FNC) Program.

2.3.2 Objectives

The Contractor will support Code 32. Broad areas associated with this support include Technical/Program Assessment Support; Liaison with Fleet/Acquisition Community, EC Planning and Development; Assistance with Technology Transition Agreements (TTA) and Issuance of program guidance.

2.3.3 Tasks/Requirements

A Top Secret/SCI clearance is needed to meet these tasks/requirements.

2.3.3.1 Guidance

The Contractor shall assist ONR Code 32 in the development and issuance of program guidance for planning and conducting projects.

2.3.3.2 Point of contact for FNC Technology Transition Agreements (TTA)

The contractor shall coordinate TTA's with senior Navy Resource Sponsors (N2/N6, N85, N86, N87, N88 and N89) and Acquisition Offices (including IWS-5, PMA 205/264/290, PMS 415/486).

2.3.3.3 Programmatic assessments

The contractor shall provide programmatic assessments of individual projects within ONR Code 32's ASW investment portfolio, provide recommendations and assessments of program balance and return on investments, and review and assess operational procedures for Code 32 staff review and/or approval.

2.3.3.4 Support of ONR sponsored development projects

The contractor shall assist ONR Code 32 by providing support on matters and issues concerned with ONR sponsored development projects. Such support shall include, but is not limited to, the following: participation in and providing recommendations related to project/financial/design reviews and technology assessments; assistance and support in preparing and drafting analyses, presentations, testimonies, speeches, and reports relative to project and program management goals, objectives, and results, and response to Government inquiries.

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2.3.3.5 Test/demonstrate inputs

The contractor shall provide test/demonstration inputs in the development of the War-gaming of various technologies to help assess their potential for effective and efficient integration into the fleet.

2.3.3.6 Dialogue and interface

The contractor shall facilitate dialogue and interface with key decision makers and / or their staffs (e .g. Congress, OPNAV and Joint Staffs, Warfare Centers, Systems Commands, Program Executive Offices) and various technical subject matter experts, both in-house and external, to support development objectives or for analyses of S&T programs.

2.4 Facility

The Contractor shall provide one meeting space within walking distance of a DC metro rail capable of accommodating at least 20 people at no additional cost to the Government. In addition, the meeting space shall be equipped with a projector to display PowerPoint presentations. Also, the space shall be available year-round to accommodate all meetings. The contractor will have sufficient advance notice, as they develop the schedule with concurrence by the COR. The meeting space shall have the clearance prescribed in Section G, Paragraph 3.1.3 "Security Requirements" prior to contract award. The Contractor must fill out Attachment 9, Corporate Facilities Information, to summarize the corporate facility available.

3.0 DELIVERABLES

The Contractor shall be responsible for the compilation and preparation of reports listed below. Documents shall be provided to the COR by electronic submission in Word or Adobe .pdf, either by email or disk.

3.1 Monthly Progress and Status Report

The Contractor shall provide monthly progress and status reports to the COR and the Contract Specialist. The Contractor shall incorporate COR recommendations in developing the format of this report. The report shall include the following information:

- List of the level of effort performed per person/category for the period and cumulative for the CLIN period through the reporting period.
- Fully burdened hourly rate (includes all indirect costs, profit/fee, and all pass-through charges, if any) to represent full hourly cost of each person to the government shall also be provided for each person.
- Resulting monthly costs (including fee) and cumulative cost (including fee) for the CLIN period per person.
- Provide the average labor rate under the CLIN through the reporting period. The average labor rate is the total labor costs incurred through the reporting period (i.e., cumulative) under the labor CLIN divided by total hours expended under the CLIN through the reporting period. The total labor costs include all direct labor costs, relevant indirect applied to labor costs, subcontractor labor costs and relevant subcontractor indirect labor, subcontractor fixed fee/profit, pass-through costs applied to subcontractor labor, but does NOT include prime fixed fee for labor. The contractor shall provide this number and show it next to the contract CLIN average rate (i.e., total estimated cost for CLIN divided by the total level of effort required for CLIN).
- The report shall also include a summary of work accomplished during the reporting period and a forecast of work products for the coming month.
- Details of the monthly costs of any ODCs and Travel expended along with total cumulative amount of ODCs expended per CLIN period.
- List of new or departing personnel during the reporting period. The Contractor shall provide copies of all signed NDAs for new individuals and signed departing debriefs for those individuals departing. (NOTE: Signed Non-Disclosure Agreements (NDAs) need to also be provided to the COR prior to any person starting work under the contract.)

3.2 [REDACTED] Test Plan

The Contractor shall submit an [REDACTED] test plan for each [REDACTED] sea test. The [REDACTED] test plan shall be submitted 45 days before the start of each [REDACTED] sea test. The Contractor shall incorporate COR recommendations in

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developing the format of this report.

3.3 [REDACTED] Logistics Plan

The Contractor shall submit an [REDACTED] logistics plan for each [REDACTED] sea test. The [REDACTED] logistics plan shall be submitted 45 days before the start of each [REDACTED] sea test. The Contractor shall incorporate COR recommendations in developing the format of this report.

3.4 [REDACTED] Environmental Compliance Document

The Contractor shall submit an [REDACTED] environmental compliance document for each [REDACTED] sea test. The [REDACTED] environmental compliance document shall be submitted at least 90 days before the start of each [REDACTED] sea test. The Contractor shall incorporate COR recommendations in developing the format of this report.

3.5 [REDACTED] Quick Look Report

The Contractor shall submit an [REDACTED] quick look report for each [REDACTED] sea test. The [REDACTED] quick look report shall be submitted within 90 days of the completion of each [REDACTED] sea test. The Contractor shall incorporate COR recommendations in developing the format of this report.

3.6 [REDACTED] Final Report

This report is required within four months of test completion. The report shall provide a complete and detailed summary of the exercise, including results of tests and any lessons learned.

3.7 Quality Control Plan

The Contractor shall provide a quality control plan to the COR within 60 days after task order award. This report shall define policies and procedures for managing productivity, quality, and cost control. Contractor format is acceptable.

3.8 Enterprise-Wide Contractor Manpower Reporting Application (ECMRA) Reports.

See Section H for requirements for this reporting.

3.9 Annual Summary Report(s)

The Contractor shall prepare an annual summary report. The report is due within 15 days after the end of each calendar year. Contractor format is acceptable.

3.10 Ad-Hoc Reports/Presentations

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

4.0 PERSONNEL REQUIREMENTS

The Contractor shall provide qualified personnel to manage and execute all aspects of the statement of work. All personnel must be proficient in the use of commercial software packages such as Microsoft Word, Project, Excel and PowerPoint. Also, all personnel shall have the security clearances specified in Section G, Paragraph 3.3 prior to contract award or be able to demonstrate their ability to obtain the clearances. Finally, additional personnel requirements for each task/requirement are stated below.

4.1 Personnel Requirements for the tasks/requirements stated in Paragraph 2.1 above.

All personnel, except the administrative support, should be thoroughly familiar and proficient in maritime operations, deck safety, navigation (including the use of Nobletec navigation software), Naval Fleet operations, and Undersea Warfare science and technology initiatives.

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Test Team Leader/Test Director

The candidate should:

- Have at least a master's degree in a related technical field from an accredited college or university and 15 years experience in ASW Research and Development Programs.
- Have at least 10 years experience in support and management of ASW Research and Development Programs data collection and testing.
- Have broad experience in at-sea operations involving US Naval, non-US naval and civilian surface, submarine and air assets; sea test organization; logistics; sea test and data collection planning; underwater acoustics; at-sea executions; navigation; radio and communications and oceanographic data collection.
- Have specific knowledge of ██████ FNC Programs and its associated projects (highly desirable).
- Have at least 5 years experience in developing and executing complex, multi-objective sea test plans involving surface, submarine and air assets of the US and non-US Navy alongside civilian assets.

Test Planner/Logistics Coordinator

The candidate should:

- Have at least 10 years experience in support and management of ASW Research and Development Programs data collection and testing.
- Have broad experience in at-sea operations involving US Naval, non-US naval and civilian surface, submarine and air assets; sea test organization; logistics; sea test and data collection planning; underwater acoustics; at-sea executions; navigation; radio and communications and oceanographic data collection.
- Have specific knowledge of ██████ FNC Programs and its associated projects (highly desirable).
- Have at least 5 years experience in developing and executing complex, multi-objective sea test plans involving surface, submarine and air assets of the US and non-US Navy alongside civilian assets.

Sea Test Unit Coordinators

The candidate should:

- Have at least 5 years experience in support and management of ASW Research and Development Programs data collection and testing.
- Have broad experience in at-sea operations involving US Naval, non-US naval and civilian surface, submarine and air assets; sea test organization; at-sea operations; deck safety; navigation; radio and communications; oceanographic data collection; and log keeping.
- Have specific knowledge of ██████ FNC Programs and its associated projects (highly desirable).

Environmental Compliance Specialist

The candidate should:

- Have at least a Masters degree from an accredited college or university in an environmental or technical field and at least 5 years experience in the preparation of environmental compliance documents.
- Have an in-depth knowledge of Federal, state, international, and DoD/DoN regulatory requirements; be knowledgeable in the potential effects of anthropogenic noise on marine animals; and be proficient in the use of or interpretation of results from underwater acoustic models.

Marine Biologist

The candidate should:

- Have at least a Masters degree (PhD desired) from an accredited college or university in a biological, ecological, or aquatic science and at least 5 years experience in visual observation and identification of marine mammals from surface ships.
- Have a minimum of 5 years experience in estimating marine mammal distribution and densities for incorporation into environmental compliance documents and analyses.
- Have the demonstrated ability to perform the duties of a Marine Mammal Observer including watch standing for long periods, radio communications and living aboard a U.S. or foreign-leased ship in close quarters for up to 14 days.

Marine Mammal Mitigation Specialist

The candidate should:

- Have at least a Bachelor's degree from an accredited college or university in a biological, ecological or aquatic science and experience in visual observation and identification of marine mammals from surface ships.
- Have the demonstrated ability to perform the duties of a Marine Mammal Observer including watch standing for

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long periods, radio communications and living aboard a U.S. or foreign-leased ship, in close quarters for up to 14 days.

Administrative Support

There are no additional personnel requirements for this labor category.

4.2 Personnel Requirements for the tasks/requirements stated in Paragraph 2.2 above.

Program Coordinator

- The Contractor shall have knowledge and experience sufficient to prepare detailed test plans that identify optimum test areas; identify any hazards in the operations area; brief ship's crew and team members of operating environment. Evidence of such capability includes working knowledge, experience, and proficiency in maritime operations, including deck safety, navigation software, exercise reconstruction, and Naval Fleet operations.
- Working knowledge in Undersea Warfare science and technology initiatives. The Contractor shall have knowledge and experience related to equipment (e.g. sensor) capabilities and limitations and environmental factors affecting the ability of the Government to test for success in meeting exit criteria of Transition Agreements.
- A Bachelors degree from an accredited college or university and five years of management experience in a related S&T discipline
- Proven ability to develop and execute complex technical tasks, to apply analytical problem solving methodologies, to provide technical direction to support staff, to interface with Government and prime contractor personnel, and to effectively allocate test resources.
- Recent relevant experience involving personal participation in international fleet planning conferences, and experience in international exercise and experimentation planning conferences.
- Operational familiarity with using the Sea Trial Information Management System (STIMS) process to obtain fleet services conferences.
- Demonstrated recent relevant experience in the integration, demonstration and transition of S&T programs.

4.3 Personnel Requirements for the tasks/requirements stated in Paragraph 2.3 above.

Program Coordinator

- Working knowledge, experience, and proficiency in Navy ASW operations is required. Command Level experience is desired.
- Working knowledge in Undersea Warfare science and technology initiatives. The Contractor shall have knowledge and experience related to equipment (e.g. sensor) capabilities and limitations and environmental factors affecting the ability of the Government to test for success in meeting exit criteria of Transition Agreements.
- A Masters degree in a related S&T discipline from an accredited college or university and ten years of management experience in a related S&T discipline.
- Proven ability to develop and execute complex technical tasks, to apply analytical problem solving methodologies, to provide technical direction to support staff, to interface with Government and prime contractor personnel, and to effectively allocate resources.
- Recent relevant and comprehensive experience related to Navy ASW Acquisition Programs and senior Navy Personnel. The Government considers experience such as performing the project or program manager functions in a Navy Program Office (e.g., OPNAV) or Navy Acquisition Program Management Office (e.g., PEO, PMA, PMS, PMW, IWS-5) to be relevant under this requirement.
- Demonstrated recent relevant experience in the integration, demonstration and transition of S&T programs.
- Experience in coordination across Navy and Marine Corps warfare areas.

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	2/3/2015 - 2/2/2016
7100	2/3/2016 - 2/2/2017
7200	2/3/2017 - 2/2/2018
9000	2/3/2015 - 2/2/2016
9100	2/3/2016 - 2/2/2017
9200	2/3/2017 - 2/2/2018

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

7000	2/3/2015 - 2/2/2016
7100	2/3/2016 - 2/2/2017
7200	2/3/2017 - 2/2/2018
9000	2/3/2015 - 2/2/2016
9100	2/3/2016 - 2/2/2017
9200	2/3/2017 - 2/2/2018

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

7201	4/12/2017 - 2/2/2018
7300	2/3/2018 - 2/2/2019
7400	2/3/2019 - 2/2/2020
9201	4/12/2017 - 2/2/2018
9300	2/3/2018 - 2/2/2019
9400	2/3/2019 - 2/2/2020

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.

Place of Performance: Work will be performed at the Contractor's place of business, at planning/staging sites, at sea, and at the Office of Naval Research. The Contractor's place of business should be located in the DC metro area.

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SECTION G CONTRACT ADMINISTRATION DATA

1.0 PAYMENT AND INVOICE INSTRUCTIONS (COST REIMBURSEMENT)

1.1 DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions.

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause—

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

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

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

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

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

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

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

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

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

Cost Voucher

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

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

Destination/Destination

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

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

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Pay Official DoDAAC HQ0337
 Issue By DoDAAC N00014
 Admin DoDAAC S2206A
 Inspect By DoDAAC
 Ship To Code
 Ship From Code
 Mark For Code
 Service Approver (DoDAAC) S2206A
 Service Acceptor (DoDAAC)
 Accept at Other DoDAAC
 LPO DoDAAC
 DCAA Auditor DoDAAC HAA610
 Other DoDAAC(s)

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

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

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

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 [REDACTED], 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

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(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 7000 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 7000 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 3 February 2015 through 2 February 2016.

(c) CLIN 9000 will not exceed a total amount of [REDACTED], including an estimated cost of [REDACTED]. The total amount presently available for payment and allotted to CLIN 9000 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 3 February 2015 through 2 February 2016.

(d) CLIN 7100 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 7100 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 3 February 2016 through 2 December 2016.

(e) CLIN 9100 will not exceed a total amount of [REDACTED], including an estimated cost of [REDACTED] (no fee). The total amount presently available for payment and allotted to CLIN 9100 of this contract is [REDACTED]. It is estimated that the amount allotted of [REDACTED] will cover the period from 3 February 2016 through 2 February 2017.

(f) CLIN 7200 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 7200 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 3 February 2017 through 28 February 2017.

(g) CLIN 9200 will not exceed a total amount of [REDACTED], including an estimated cost of [REDACTED] (no fee). The total amount presently available for payment and allotted to CLIN 9200 of this contract is [REDACTED]. It is estimated that the amount allotted of [REDACTED] will cover the period from 3 February 2017 through 2 March 2017.

2.0 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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

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

3.0 ORDER DETAILS

3.1 Other Direct Costs (ODCs)

ODCs (including supplies, travel, NMCI Seats, etc.) will be reimbursed at cost plus G&A without profit or fee. Purchases of items (other than consumable materials or supplies) exceeding [REDACTED] and all travel must be approved in advance by the Contracting Officer's Representative (COR). Any travel with an airfare cost exceeding [REDACTED] 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

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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 totals cannot exceed the Not-to-Exceed (NTE) amounts specified below per 12-month periods of performance.

Base Period: [REDACTED]

Option I Period: [REDACTED]

Option II Period: [REDACTED]

Option III Period: [REDACTED]

Option IV Period: [REDACTED]

The NTE amounts stated above 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.

To support the tasks included under Section C, paragraph 2.1, the Government estimates that travel will be required for up to 55 days per year (45 days for two at sea tests and 10 days per year for site visits/planning). The administrative support position will not travel. All other positions for that task will travel different amounts with the estimated total cumulative amount being 55 days per year. Travel may be CONUS or OCONUS. The COR will provide further guidance during the period of performance.

To support the tasks included under Section C, paragraphs 2.2 and 2.3, travel estimates will be provided by the COR during the period of performance.

3.1.2 Parking and Local Transportation

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

3.1.3 Conference and Meeting Space

Throughout the performance of the technical tasks/requirements, use of the contractor's facilities may be required to host SECRET meetings or conferences. The contractor should have access to meeting space at no additional direct cost to the government that can accommodate SECRET level events for, at a minimum, the amount of attendees stated in Section C, Paragraph 3.4.

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

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

3.2 Government Furnished Resources (GFR)

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

With the exception to the basic facility terms items noted above and in accordance with the general guidance in FAR Part 45.102, Contractors are required to furnish all property necessary to perform on Government contracts or orders. The purchase of computer equipment should not be proposed as a direct charge under this solicitation. For security purposes, computers may be required to be authorized and approved for use by ONR. Contractors will be required to obtain Navy Marine Corps Intranet (NMCI) seats to perform the Task Order Statement of Work. During the performance of the Order, if either party (Government or Contractor) identifies additional NMCI seat requirements for the Contractor to obtain an NMCI seat to perform its duties, ONR officials will work with the Contractor to obtain an NMCI seat in a timely manner and, if necessary, will pursue a mutually satisfactory agreement in regards to any formal modifications or changes to the dollar values of the Order as a result of the emerging NMCI requirements. General information regarding NMCI can be obtained at: <http://www.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 to the level of SECRET. Any Contractor facilities used in support of this contract must be granted SECRET facility clearances and have the capability to store material classified up to and including SECRET. A SECRET facility clearance is required at time of award. In Option II Period and beyond, the Contractor will be required to have a Top Secret facility clearance. For personnel, a minimum of a SECRET clearance is required at time of award or be able to demonstrate their ability to obtain the clearance. The personnel related to Section C, Paragraphs 2.2 and 2.3 must be eligible for a Top Secret Sensitive Compartmented Information (TS/SCI) clearance. A DD Form 254 will be required prior to access or production of any classified information. Additionally, the Contractor is required to safeguard the information labeled as proprietary.

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

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

3.6 Organizational Conflict of Interest (OCI)

3.6.1 Limitations on Providing Support Services

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

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conflict by e-mail to the Contracting Office identified in the solicitation before time and effort are expended in preparing a proposal and mitigation plan. If, in the sole opinion of the Contracting Officer after full consideration of the circumstances, any conflict situation cannot be effectively avoided or mitigated, the proposal may be rejected without technical evaluation and withdrawn from further consideration for award. Additional information regarding ONR's guidelines on OCI can be found at <http://www.onr.navy.mil/en/About-ONR/compliance-protections/Organizational-Conflicts-Interest.aspx>.

3.6.2 Safeguarding Information

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

3.6.3 Organizational Restrictions

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

4.0 PROCURING OFFICE REPRESENTATIVES

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

Contract Negotiator – Ms. Megan Gavarkavich, ONR 254, (703) 696-4559, DSN 426-4559, E-Mail Address: megan.gavarkavich@navy.mil

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

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

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

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

The COR for this contract is: Dr. Dave Johnson

Code: 32 Mailing Address: Office of Naval Research, 875 North Randolph Street, Arlington, VA 22203-1995

dave.h.johnson@navy.mil
(703)-696-0807

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

6.0 CONTRACT TYPE

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

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

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

Periods	Hours Per Period
CLIN 7000 – Base Period	6,624
CLIN 7100 – Option I Period	8,611
CLIN 7200 – Option II Period	8,464
CLIN 7300 – Option III Period	10,304
CLIN 7400 – Option IV Period	10,304
Total	44,307

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 127.38 hours per week for the Base, 165.60 hours per week for Option I Period, 162.76 for Option II Period, and 198.15 for Option III and IV Periods. 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

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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:

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

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

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

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

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

(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 period. The Contractor agrees to accept such increase in the level of effort at an increase in the

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estimated cost and an increase in the fixed fee which are calculated as follows:

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

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

IEC = The increase in the estimated cost.

ILOE = The increase in the level of effort.

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

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

IFF = The increase in the fixed fee.

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

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

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

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

9.0 PERSONNEL QUALIFICATIONS

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

10.0 COMMON ACCESS CARD (CAC) FOR CONTRACTOR EMPLOYEES

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

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

11.0 TRAINING FOR CONTRACTOR EMPLOYEES

Contractor personnel shall attend Counterintelligence Awareness and Reporting (CIAR) Training within 30 days after arrival at ONR and annually thereafter.

Accounting Data

SLINID	PR Number	Amount
700001	130047488100001	██████████
LLA :		
AA 1751319 W3F3 255 00014 0 050120 2D 000000 A00002700273		

BASE Funding ██████████
Cumulative Funding ██████████

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700002 130047488100002 [REDACTED]
 LLA :
 AA 1751319 W3F3 255 00014 0 050120 2D 000000 A00002700273

900001 130047488100003 [REDACTED]
 LLA :
 AA 1751319 W3F3 255 00014 0 050120 2D 000000 A00002700273

MOD 01 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 02

700003 130047488100004 [REDACTED]
 LLA :
 AB 1751319 W2DG 255 00014 0 050120 2D 000000 A10002700273

900002 130047488100005 [REDACTED]
 LLA :
 AB 1751319 W2DG 255 00014 0 050120 2D 000000 A10002700273

MOD 02 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 03

700004 1300487292 [REDACTED]
 LLA :
 AC 1751319 84RJ 252 V73R0 0 050120 2D 000000 A00002791924

700005 130047488100007 [REDACTED]
 LLA :
 AA 1751319 W3F3 255 00014 0 050120 2D 000000 A00002700273

900003 1300487292 [REDACTED]
 LLA :
 AC 1751319 84RJ 252 V73R0 0 050120 2D 000000 A00002791924

MOD 03 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 04

700006 130047488100009 [REDACTED]
 LLA :
 AD 1761319 W3F3 251 00014 0 050120 2D 000000 A20002700273

MOD 04 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 05

700007 1300487292 [REDACTED]
 LLA :
 AE 1751319 84RJ 251 V73R0 0 050120 2D 000000 A00002791924

900004 1300487292 [REDACTED]
 LLA :
 AE 1751319 84RJ 251 V73R0 0 050120 2D 000000 A00002791924

MOD 05 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 06

710001 130047488100010 [REDACTED]
 LLA :

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AF 1761319 W276 251 00014 0 050120 2D 000000 A30002700273

710002 130047488100012

LLA :

AD 1761319 W3F3 251 00014 0 050120 2D 000000 A20002700273

910001 130047488100011

LLA :

AF 1761319 W276 251 00014 0 050120 2D 000000 A30002700273

MOD 06 Funding

Cumulative Funding

MOD 07

710003 130047488100013

LLA :

AG 1761319 W7FV 251 00014 0 050120 2D 000000 A40002700273

910002 130047488100014

LLA :

AG 1761319 W7FV 251 00014 0 050120 2D 000000 A40002700273

MOD 07 Funding

Cumulative Funding

MOD 08

710004 130047488100015

LLA :

AH 1761319 W2DG 251 00014 0 050120 2D 000000 A50002700273

710005 130047488100017

LLA :

AJ 1761319 W3F3 251 00014 0 050120 2D 000000 A60002700273

910003 130047488100016

LLA :

AH 1761319 W2DG 251 00014 0 050120 2D 000000 A50002700273

910004 130047488100018

LLA :

AJ 1761319 W3F3 251 00014 0 050120 2D 000000 A60002700273

MOD 08 Funding

Cumulative Funding

MOD 09

710006 1300474881

LLA :

AK 1761319 W2F2 251 00014 0 050120 2D 000000 A70002700273

MOD 09 Funding

Cumulative Funding

MOD 10

710007 130047488100020

LLA :

AL 1761319 W2DG 251 00014 0 050120 2D 000000 A80002700273

910005 130047488100021

LLA :

AL 1761319 W2DG 251 00014 0 050120 2D 000000 A80002700273

MOD 10 Funding

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Cumulative Funding [REDACTED]

MOD 11

710008 1300562301 [REDACTED]
LLA :
AM 1761319 84RJ 251 V73R0 0 050120 2D 000000 A00003369485

910006 1300562301 [REDACTED]
LLA :
AM 1761319 84RJ 251 V73R0 0 050120 2D 000000 A00003369485

MOD 11 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 12

710009 130047488100022 [REDACTED]
LLA :
AN 1771319 W2F2 251 00014 0 050120 2D 000000 A90002700273

910007 130047488100023 [REDACTED]
LLA :
AN 1771319 W2F2 251 00014 0 050120 2D 000000 A90002700273

MOD 12 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 13

720001 130047488100024 [REDACTED]
LLA :
AN 1771319 W2F2 251 00014 0 050120 2D 000000 A90002700273

920001 130047488100025 [REDACTED]
LLA :
AN 1771319 W2F2 251 00014 0 050120 2D 000000 A90002700273

MOD 13 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/policy-data-oversight/snow-dismissal-procedures/federal-holidays/>. If the holiday falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance will be on the following Monday.

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.

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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.")
DFARS 252.204-7005	Oral Attestation of Security Responsibilities (NOV 2001) (Applicable if FAR 52.204-2, Security Requirements Applies)
ONR 5252.242-9704	Indirect Cost Ceiling. For purposes of billing and provisional payment under the contract, the rates of 115.48% Contractor Site Overhead on Contractor Site Direct Labor Costs, 74.22% Government Site Overhead on Government Site Direct Labor Costs, 6.02% Subcontract Handling on Subcontractor Costs and 14.47% for General and Administrative expense shall be used. Final payment shall be based on the application of the applicable audited rates. However, in no event shall rates in excess of 115.48% Contractor Site Overhead on Contractor Site Direct Labor Costs, 74.22% Government Site Overhead on Government Site Direct Labor Costs, 6.02% Subcontract Handling on Subcontractor Costs and 14.47% for General and Administrative Expense be allowed.

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SECTION J LIST OF ATTACHMENTS

Attachment Number 1: Non-Disclosure Agreement

Attachment Number 2: Quality Assurance Surveillance Plan

Attachment Number 3: Department of Defense Contract Security Classification Specification (DD254)

Attachment Number 4: Summary of Personnel Qualifications

Attachment Number 5: COR Appointment Letter

Attachment Number 6: Performance Work Statement (supplemental)