

2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 31-Mar-2018	4. REQUISITION/PURCHASE REQ. NO. 1300534534	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00014	7. ADMINISTERED BY (If other than Item 6) CODE	S2101A

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SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Greystones Consulting Group LLC dba Greystones Group 100 M Street SE, Ste 914 Washington DC 20003	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7735 / N0001417F3000 10B. DATED (SEE ITEM 13) 01-Apr-2017
CAGE CODE 31RQ4 FACILITY CODE	[X]

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).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes; FAR 52.217-9 Option to Extend the Term of the Contract
[]	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) Hannah Connolly, Director of Business Operations	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gina M Walker, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/Hannah Connolly (Signature of person authorized to sign)	15C. DATE SIGNED 30-Mar-2018
16B. UNITED STATES OF AMERICA BY /s/Gina M Walker (Signature of Contracting Officer)	16C. DATE SIGNED 30-Mar-2018

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 B to update the Total Price for CLIN 8100, 8200, 8300, and 8400.
2. Revise Section C "Statement of Work" to revise the Program Code from Code 03R to Code 31 and to include a Secret Security Clearance requirement for the Senior Program Analyst (D&I) position.
3. Exercise Option Period 1 (CLINS 8100 and 9100).
4. Provide an increment of funding in the amount of [REDACTED] to CLIN 8100.
5. Provide an increment of funding in the amount of [REDACTED] to CLIN 9100.
6. Revise Section G, paragraph 1.2 titled "DFARS 252.232-7007 Limitation of Government's Obligation".
7. Revise Section G, paragraph 3.3.2 titled "Personnel Security Clearance Requirement".
8. Revise Section G, paragraph 3.3.4 titled "General Security and Safeguarding Requirement".
9. Revise Section G, paragraph 8.0 titled "Personnel Manning and Replacement" to incorporate Table G-1 with equitable adjustment daily rates per labor category for lapses in service.
10. Revise Section J "List of Attachments" to add Attachment 6 titled "DD254".

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 (\$)
810001	RDT&E	0.00	[REDACTED]	[REDACTED]
910001	RDT&E	0.00	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From (\$)	By (\$)	To (\$)
8100	0.00	[REDACTED]	[REDACTED]
9100	0.00	[REDACTED]	[REDACTED]

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 Background

The Office of Naval Research (ONR) coordinates, executes, and promotes the science and technology (S&T) programs of the United States Navy and Marine Corps through schools, universities, government laboratories **and warfare centers**, and non-profit and for-profit organizations. ONR formulates and executes the Naval S&T portfolio to address the most responsible and promising technology opportunities and solutions in both basic and applied science; transitions the most useful technologies to the acquisition community and to the Warfighter; and provides technical advice and information to the **naval (United States Navy and Marine Corps) leadership** and the Department of Defense (DOD). In order to successfully execute its mission and maintain its reputation for excellence, ONR has a continuing requirement for superior engineering, analytical, editorial, budgetary, programmatic and general support at the executive level from a staff that has a unique understanding of ONR's critical and expanding mission.

2.0 Statement of Work

The contractor shall provide program management support to **ONR's Office of the Chief Scientist (as part of the Office of the Portfolio Director), and to ONR's S&T Code 31 [Command, Control, Communications, Computers, Information, Surveillance, and Reconnaissance (C4ISR)]**. This program management support will be distributed between the offices of the **Chief Scientist with an emphasis on Discovery and Invention (D&I), and S&T Code 31 with an emphasis on Education and Workforce (E&W)**.

2.1 Objective

The **Chief Scientists and S&T Code 31 require** program management support to manage and support a broad array of S&T D&I research efforts, and E&W efforts, to include Science, Technology, Engineering and Mathematics (STEM) initiatives. These efforts and initiatives require engagement with ONR's S&T directorates, with senior ONR leadership, with Department of the Navy (DoN) staff, with other military services, with the Office of the Secretary of Defense (OSD) senior leadership and staffs, with naval (Navy and Marine Corps) laboratories and warfare centers, with academia, with other support contractors, and with **non-profit and for-profit nongovernmental entities**. The objective of this contract is to provide the **Chief Scientist and S&T Code 31** with flexible and skilled management support that assists current staff and supports all aspects of the management of multiple efforts and initiatives designed to meet the objectives of the DOD.

2.2 Scope

The scope of this tasking provides the **Chief Scientist and S&T Code 31** with senior program analyst and STEM analyst support that reflects the unique breadth of 03R tasks and responsibilities, including support of strategic planning activities, execution and management of ongoing and planned programs, program reviews and assessments, and the use of various

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information systems to respond to complex requests and tasks. The contractor must have a highly experienced team to provide analytical, programmatic, reporting, budgetary and general support to the **Chief Scientist and S&T Code 31**. Support is provided in 03R using a team-based collaboration approach which places a very high premium on jointly achieving excellence.

2.3 Technical Tasks/Requirements

The contractor's support tasks include, but are not limited to:

2.3.1. Assisting in the planning, facilitation, and execution of the Chief Scientist's and S&T Code 31's efforts and initiatives, and interacting with other organizations within the DOD, with other federal agencies, and with academia and industry, to include senior military, government and civilian personnel. Specifically, the contractor shall have the ability to coordinate the activities of program support with technical, financial and administrative personnel from multiple disciplines in the accomplishment of complex tasks for D&I and E&W programs.

2.3.2. Providing program support to the **Chief Scientist and S&T Code 31** leadership staff for strategic planning, management and execution of functions and programs as required, including the D&I and the E&W programs. This will include executing day-to-day taskings required for program execution. As well, this may include program administrative support, such as the preparation of correspondence, speeches, presentations, reviews, reports, responses to Congressional inquiries, and the organization and coordination of program reviews or program meetings.

2.3.3. Conducting program analysis (to include financial funds commitment, obligation and expenditure metrics analysis) using **Chief Scientist, S&T Code 31** or ONR specific, or similar, information technology, data management and financial management software tools in order to execute funding directives, and tracking the performance of various performers supporting these offices. The contractor shall further develop financial and programmatic summaries, reports, briefings and analysis for internal and external data calls, and shall track the availability and use of funds, and other programmatic issues.

2.3.4. Supporting the Chief Scientist and D&I leadership in the development of naval D&I policy. Such support includes the identification, evaluation, analysis and reporting of current naval D&I efforts and best practices, and recommending and implementing a cohesive D&I strategy for developing high caliber research and researchers for the United States Navy and Marine Corps.

2.3.5. Providing subject matter expertise to support naval D&I policy formulation, interagency coordination, and principal liaison amongst significant D&I stakeholders throughout academia, the United States Navy and Marine Corps and the DOD.

2.3.6. Supporting the S&T Code 31 and E&W leadership in the development of naval STEM policy. Such support includes the identification, evaluation, analysis and reporting of current naval STEM efforts and best practices, and to recommend and implement a cohesive STEM

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strategy for developing exceptional STEM initiatives and for attracting and developing a high caliber and diverse STEM workforce for the United States Navy and Marine Corps.

2.3.7. Providing subject matter expertise to support naval STEM policy formulation, interagency coordination, and principal liaison amongst significant STEM stakeholders throughout academia, the United States Navy and Marine Corps and the DOD.

2.3.8. Supporting Naval STEM Coordination Office and ONR STEM Initiatives Office programs execution to include the analysis and assessment of requirements, the development and execution of program plans, the development, execution and evaluations of program budgets, schedules and metrics, and the identification of opportunities to refine or expand naval STEM initiatives.

2.3.9. Providing program support to multiple STEM programs, initiatives or events, to include the Naval STEM Stakeholders Working Group; federal government inter-agency working groups; naval or national STEM community outreach; ONR's STEM grants program; the Naval Science Awards Program; naval apprenticeship and internship programs; STEM scholarship programs; and the National Defense Science and Engineering Graduate Fellowship program.

2.3.10. Coordinating the development of naval STEM websites, portals, publications, and other multi-media or information technology capabilities.

2.3.11. Designing and conducting processes and capabilities for the collection of naval STEM initiatives data, for providing analysis of this data to create summary reports and informational products, and for disseminating the data and analysis for various reports or when tasked for STEM related information requests.

The ability to use standard computer software programs, such as Microsoft Office, is required in the performance of the tasks listed in this section.

The contractor shall perform other tasks as deemed appropriate, necessary, and assigned by the Chief Scientist, S&T Code 31 or designated D&I and E&W leadership, which are within the scope of work of this effort.

3.0 Personnel Requirements

3.1 General Requirements

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

3.2 Specific Personnel Requirements and Qualifications

3.2.1 Discovery and Invention Research Policy Analyst (Senior Program Analyst) (1 FTE)

The D&I Research Policy Analyst shall have a Secret security clearance. The D&A Research

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Policy Analyst shall also have a PhD from an accredited college or university in a field of study relevant to the work required under this contract and at least three (3) years of relevant work experience. Relevant work experience is defined as providing management and program support to mid-level executives; prior DoD related headquarters support; demonstrated S&T program, effort or portfolio management experience as a scientist, researcher, program/project manager or analyst; knowledge of the Navy and Marine Corps S&T process; demonstrated ability to quickly and effectively manage and execute corporate day-to-day tasks; and knowledge and experience with DoD S&T policy, priorities, and programs.

(Additional Considerations: it is preferred that the D&I Research Policy Analyst has one or more of the following:

a. Demonstrated ability to understand and analyze basic research programs and other related research initiatives, to include investment programs with universities, laboratories and warfare centers.

b. Demonstrated ability to develop and apply metrics to basic research programs and other related research initiatives, to include investment programs with universities, laboratories and warfare centers.

c. Demonstrated ability to develop strategic thought and analysis to support the near and long term future of basic research programs and other related research initiatives, to include investment programs with universities, laboratories and warfare centers.

The foregoing considerations will be included as requirements in the awarded contract as appropriate based on the awardee's proposal.)

3.2.2 Education and Workforce STEM Policy Analyst (Senior Program Analyst) (1 FTE)

The E&W STEM Policy Analyst shall have either a master's degree from an accredited college or university in a field of study relevant to the work required under this contract and at least four (4) years of relevant work experience, or a bachelor's degree from an accredited college or university in a field of study relevant to the work required under this contract and at least six (6) years of relevant work experience. Relevant work experience is defined as providing management and program support to mid-level executives; prior DoD headquarters support; demonstrated S&T or STEM program, effort, or portfolio management experience as a scientist, researcher, program/project manager or analyst; a knowledge of the Navy and Marine Corps S&T process; a demonstrated ability to quickly and effectively manage and execute corporate day-to-day tasks; and a working knowledge and experience with DoD S&T policy, priorities, and programs.

(Additional Considerations: it is preferred that the E&W STEM Policy Analyst has a demonstrated ability to provide senior staff with the capability to support naval STEM outreach programs, to include one or more of the following:

a. Experience with the design, development, and maintenance of appropriate website capabilities.

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b. Experience with the generation of and updates to STEM strategic plans, program milestones, and presentation graphics.

c. Experience planning and staging the meetings of federal agency STEM program representatives.

d. Experience monitoring, coordinating, and managing support for new STEM programs.

The foregoing considerations will be included as requirements in the awarded contract as appropriate based on the awardee's proposal)

3.2.3 Education and Workforce STEM Analyst (Program Analyst) (3 FTEs)

Each of the E&W STEM Analysts shall have a bachelor's degree from an accredited college or university and at least four (4) years of relevant work experience. Relevant work experience is defined as providing management and program support to program officers or program managers; prior DoD, or other federal government agency, headquarters support; familiarity with science and technology (S&T) development and a knowledge of the Navy and Marine Corps science and technology (S&T) process; demonstrated ability to quickly and effectively support the management and execution of corporate day-to-day tasks; and a working knowledge with STEM policy, priorities, and programs.

3.3 FTE Summary Table

Job Category	FTE(s)	Number of People Sought	Anticipated Work Location (Gov't Site/Contractor Site)
Senior Program Analyst (Key Personnel)(D&I)	1.0	1 FTE = 1 qualified individual, full time	Gov't Site
Senior Program Analyst (Key Personnel) (E&W)	1.0	1 FTE = 1 qualified individual, full time	Gov't Site
Program Analyst	3.0	3 FTEs = 3 qualified individuals, full time	Gov't Site
Total	5.0		

*1 FTE is equivalent to 1,920 hours.

4.0 Reports, Data and Other Deliverables

Monthly Status, Progress Reports and Financial (CDRL A001):

The contractor shall submit a Monthly Status and Progress Report no later than fifteen (15) business days after the end of each month to the COR. The report can be provided in contractor format (subject to the Contractor Officer Representative (COR) approval). Each report will include the following elements and should not exceed two pages in length:

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- a. Contractor's name and address;
- b. Contract and sub-contract number and task order number(s) (if applicable);
- c. Date of report;
- d. Period covered by report;
- e. Description of tasks accomplished and progress made during the period reported including problem areas encountered, and recommendations, if any, for subsequent solutions beyond the scope of this task order;
- f. Travel and significant results and accomplishments; and
- g. Plans for activities during the following period.

The contractor shall also provide a Monthly Financial Status Report as part of the Monthly Status and Progress Reports. The financial status portion of the monthly report shall be provided in the format and with the required information found on the Contractor Monthly Financial Status Report Template at the following site: <http://www.onr.navy.mil/Contracts-Grants/manage-contract.aspx>. The format for the financial status reports may be updated during the life of the 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 monthly financial status reports requires the information to be provided as indicated in the Contractor Monthly Financial Status Report Template. This monthly report is due no later than fifteen (15) business days after the end of each month to the COR & Contract Specialist(Attachment No. 2, CDRL Data Item No. A005).

Enterprise-Wide Contractor Manpower Reporting Application (ECMRA) Reports (CDRL A002):

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for the performance of services provided under this contract to 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 1st through September 30th. While inputs may be reported any time during the FY, all data shall be reported no later than October 31st of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

Quality Control Plan (CDRL A003):

In accordance with Attachment #1, Quality Assurance Surveillance Plan, the contractor shall submit a quality control plan within thirty (30) days of the contract start date. This quality control plan will outline how the contractor intends to handle unsatisfactory performance, how replacement contractor employees will be brought on board if necessary, how management of the contract will be conducted including management of any subcontractors performing the work and

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finally how the contractor will inspect for quality work, timeliness responsiveness and customer satisfaction. The COR will approve this quality control plan.

Quality Assurance

The Government shall evaluate the contractor's performance under this contract in accordance with the contractor's Quality Control Plan and the Governments Quality Assurance Surveillance Plan (QASP). The QASP is a Government developed and applied document used to ensure 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 n the Government received the quality of services called for in the PWS. 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)

Other Reports (Technical Reports, Presentation Materials, Program Review, Individual Travel Reports, Master Travel Log) (CDRL A004):

Individual Travel Worksheets and Reports

The contractor shall provide Individual Travel Worksheets and Reports in accordance with Exhibit A, CDRL Data Item No. A004 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 diems, hotel costs, car rental costs; other ONR personnel traveling with contractor support personnel; unusual cost items (including registration fees) incurred; tasks performed; and accomplishments. If publications or proceedings documentation were distributed a copy may be included with the report. Contractor format is acceptable, with approval of the format by the COR.

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. A004. Contractor format is acceptable, with approval of the format by the COR.

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SECTION D PACKAGING AND MARKING

Packing 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:

8000	4/1/2017 - 3/31/2018
8100	4/1/2018 - 3/31/2019
9000	4/1/2017 - 3/31/2018
9100	4/1/2018 - 3/31/2019

8000	4/1/2017 - 3/31/2018
8100	4/1/2018 - 3/31/2019
9000	4/1/2017 - 3/31/2018
9100	4/1/2018 - 3/31/2019

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

8200	4/1/2019 - 3/31/2020
8300	4/1/2020 - 3/31/2021
8400	4/1/2021 - 3/31/2022
9200	4/1/2019 - 3/31/2020
9300	4/1/2020 - 3/31/2021
9400	4/1/2021 - 3/31/2022

1. Distribution, consignment and marking instructions for all reports listed in Section C shall be FOB Destination to the cognizant Contracting Officer's Representative listed in Section G and any others listed under the report in Section C.

2. Place of Performance: All contractor support personnel for this effort will perform on-site at ONR Headquarters in Arlington, VA. For these support personnel, basic facilities such as a work space and its associated operating requirements (i.e., phones, desks, and utilities) sufficient to perform the tasks listed in Section C will be provided while working in the designated Government facility. NMCI seats must be obtained by the contractor in sufficient time to permit timely performance of the work required by this contract.

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SECTION G CONTRACT ADMINISTRATION DATA

1.0 PAYMENT AND INVOICE INSTRUCTIONS

1.1 DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions

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).

Invoice as 2-in-1 (Firm Fixed Price Services)

(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	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)	N/A
Service Acceptor (DoDAAC)	N00014
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA819
Other DoDAACS(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.

Alison.dreiss@navy.mil

(g) *WAWF point of contact.*

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

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

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

(End of clause)

1.2 DFARS 252.232-7007 Limitation of Government’s Obligation

LIMITATION OF GOVERNMENT’S OBLIGATION (APR 2014)

(a) Contract line item 8000, 8100, 8200, 8300, and 8400 is/are incrementally funded. For this/these item(s), the sum of [REDACTED] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government’s convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse

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the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

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(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	██████████
27 March 2017	██████████
30 November 2017	██████████
27 March 2018	██████████
1 st Quarter 2018	██████

(End of clause)

2.0 CONTRACT ADMINISTRATION

2.1 PGI 204.7108 Payment Instructions

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

The payment office shall make payment using the oldest fiscal year appropriations 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 from each ACRN within the fiscal year.

2.2 Contract Administration Delegation

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 the ADMINISTERED BY block on the face page of the task order), except for the following contract administration functions retained by the PCO:

Functions Retained: FAR 42.302(a) (3), (4), (38), & (58)

For Special Instructions, see FAR 42.202(b) and (c).

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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 ONR 5252.204-9722 ELECTRONIC DOCUMENT ACCESS (APR 2012)

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

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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 and NMCI Seats) will be reimbursed without profit, fee, handling charges, general and administrative costs, overhead, or any other indirect cost.

Purchases of items (Travel and NMCI Seats (in excess of five seats)) must be approved in advance by the Contracting Officer and COR.

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

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

At this time the specific ODC items cannot be identified; however, the Travel and NMCI Seat cost totals cannot exceed the annual Not-to- Exceed (NTE) amount as specified below for each CLIN:

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

The Government is not obligated to reimburse the Contractor for otherwise reimbursable expenses in excess of the funded amount stated on the applicable ODC CLIN.

3.1.1 Travel and Per Diem

Travel may be required to support this effort. 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 and 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

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or OCONUS. The COR will provide further guidance during the period of performance. The contractor shall provide a worksheet detailing the cost of travel to the COR and Contracting Officer/Specialist 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 will be at the Contractor's expense.

3.1.3 Printing and High Speed Volume Duplicating

The scope of this contract 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 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, are not included under this contract.

3.2 Government Furnished Resources (GFR)

The Government will provide information, material and forms unique to the Government for supporting this task order. The Government furnished resources necessary to perform the tasks listed in Section C must be identified and requested through the designated COR. The Government shall provide an NMCI-approved computer that adheres with NMCI and Navy IT regulations for contractor personnel working on government facilities.

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. For security purposes, computers will 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 requirements. During the performance of the task 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 task order as a result of the emerging NMCI requirements. General information regarding NMCI can be obtained at:

<http://www.public.navy.mil/spawar/PEOEIS/NEN/NMCI/Pages/default.aspx>

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During the term of the task order, the Government may replace, modify, or improve equipment and 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.

3.2.1 Government Furnished Property (GFP)

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

3.3 SECURITY REQUIREMENTS

3.3.1 Facility Security Clearance Requirements

Not applicable for this effort.

3.3.2 Personnel Security Clearance Requirements

A security clearance at the SECRET level is required for the Senior Program Analyst (D&I) position.

3.3.3 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 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 or continued access to the 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.

3.3.4 General Security and Safeguarding Requirements

A DD Form 254, "Department of Defense Contract Security Classification Specification," will be required prior to access or production of any classified information for the Senior Program Analyst (D&I) position. is required for this effort. Additionally, the Contractor is required to safeguard the information labeled as proprietary.

3.4 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

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of such information to prevent unauthorized release.

3.5 NONDISCLOSURE AGREEMENT

Prior to starting work under this contract, each employee will be required to complete and sign a Nondisclosure Agreement (NDA). If personnel are replaced under this contract, a signed NDA will be required before coming onboard at the Office of Naval Research (See Attachment No. 5 Check In –Contractors (CTR)).

3.6 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 objectively, 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 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

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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 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.

3.7 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

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purpose by any other party.

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,
megan.gavarkavich@navy.mil

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

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

Task Order Ombudsman – CDR Joshua McKay, ONR 02, (703) 588-2362,
Joshua.mckay1@navy.mil

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

5.0 CONTRACT POINTS OF CONTACT

5.1 Contracting Officer's Representative (COR)

The COR for this contract is: Ms. Alison Dreiss
Code: 31
Phone Number: (703) 696-6828
Email address: Alison.dreiss@navy.mil

The Alternate COR for this contract is: N/A
Code:
Phone Number:
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 statement of work, and monitoring the progress and quality of contractor performance. The COR is not a Contracting Officer and does not have authority to take any action, either directly or indirectly, to change any terms and conditions of the task order, or to direct the accomplishment of effort which goes beyond the scope of the statement of work 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.

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5.2 Contractor's Authorized Point of Contact

(a) The individuals listed below is the contractor's point of contact for the contracting officer to contact regarding any contractual matters on this task order.

Contract Coordinators:
Name: Christine Aaron
Phone: (703) 568-7804
Email: CAaron@greystones.com

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

6.0 CHANGES ONLY BY CONTRACTING OFFICER

No order, statement or conduct of Government personnel who meet or communicate with the contractor during the performance of this task order shall constitute a change under the "changes" clause of this order.

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.

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order. 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 performance to cover any increase in charges incurred as a result thereof. The Contracting Officer for this requirement is any ONR appointed Contracting Officer with the authority to act within specific warrant limitations.

7.0 CONTRACT TYPE

This is a firm-fixed price task order with reimbursable Other Direct Costs (ODC) CLINS.

8.0 Personnel Manning and Replacement

a. In accordance with the PWS, the contractor shall provide qualified personnel to execute all aspects of the contract. All personnel must meet or exceed the personnel qualifications of those personnel proposed at the time of proposal submission. 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 meet the applicable personnel qualifications in Section C. The Contracting Officer or his/her authorized representative shall have 7 business days to review the qualifications of replacement personnel and notify the Contractor in writing of his/her

approval or disapproval thereof. Substitutions must be approved in advance. The Contractor may not assign substitute personnel to perform services under this contract without Contracting Officer approval.

b. Maintaining the manning level proposed by the contractor and accepted at award is a material concern for the Government. Except as permitted by the contract, staffing gaps are unacceptable. In the event the contractor provides support below that specified in Section H, paragraph 7.0, the contractor agrees that the government shall be entitled to an adjustment in accordance with the daily rates listed in Table G-1, per person for each day or portion thereof the contractor fails to provide a full eight hours (or nine hours if an employee is working the alternate schedule permitted by Section H, paragraph 7.0) of support. The adjustment reflects the reduced value of the contractor's consideration and shall continue until the contractor provides the required level of support.

Table G-1

Labor Category	Base	Option I	Option II	Option III	Option IV
Sr. Program Analyst (D&I)	██████	██████	██████	██████	██████
Sr. Program Analyst (E&W)	██████	██████	██████	██████	██████
Program Analyst 1	██████	██████	██████	██████	██████
Program Analyst 2	██████	██████	██████	██████	██████
Program Analyst 3	██████	██████	██████	██████	██████

c. Notwithstanding paragraph b, the contractor remains at all times obligated to provide all services required by the contract.

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

Continual monitoring of performance is one critical element to the success of the task order. 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.

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 and/or modify existing arrangements.

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The prime contractor is responsible for the management, performance and monitoring of all subcontractors who are working on this task order. 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.

10.0 PROGRAM REVIEW WITH ONR

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

A Post Award Kick-Off meeting will be scheduled within five (5) business days of task order award notification. The post award kick-off meeting will be attended by the Contracting Officer/Specialist, COR, and any other required members of the program office, as well as members of the contractor's management team responsible for successful execution of the subject effort.

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/issues identified.

11.0 COMMON ACCESS CARD (CAC) FOR CONTRACTOR EMPLOYEES

All new contractor employees shall be "CAC Card Ready" before they may be begin performance under this task order. "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) A visit request has been submitted to ONR Security and approved by the appropriate ONR Code Administrative Officer (AO).

12.0 CONTRACTOR PERSONNEL CHECK IN/CHECK OUT PROCEDURES

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 Number 3 entitled "Check-In – Contractors (CTR)".

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 Number 4 entitled "Check-Out – Contractors (CTR)".

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

This is a 100% Women-Owned Small Business set-aside and performance will be subject to the Limitation of Subcontracts clause FAR 52.219-14 in the basic 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, 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE and 52.219-30 – NOTICE OF SET-ASIDE WOMEN-OWNED SMALL BUSINESS CONCERNS, 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, a service disabled veteran-owned small business concern, or economically disadvantaged women-owned small business concerns, as applicable, shall be based on the status of said concern at the time of award.

2.0 SPECIAL REQUIREMENTS FOR SERVICE CONTRACTS

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 task order. 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.

Non-Personal Services Contract – In accordance with FAR 37.101, this task order is a non-personal services task order. 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.

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

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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 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 in paragraph (c) below. After the initial ninety (90) day period, unless the substitutions are unavoidable because of the incumbent's sudden illness, death or voluntary termination of employment, the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least thirty (30) days in advance, or forty five (45) days if a security clearance must be obtained, of any proposed substitution and provide the information required by paragraph (c) below. In the event of an unavoidable substitution, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. 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
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

4.0 CONSENT TO SUBCONTRACT AND/OR HIRE CONSULTANTS

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

Identified Subcontractor(s)	Estimated Hours	Base/Option Period	Estimated Cost
Accelerated Development & Support Corporation (ADS)	3840	Base	██████████
	3840	Option 1	██████████
	3840	Option 2	██████████
	3840	Option 3	██████████
	3840	Option 4	██████████

Identified Consultant(s)	Estimated Hours	Base/Option Period	Estimated Cost

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 Incorporation of the Contractor's Technical & Price Proposal

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Contractor's proposal titled "Response to Solicitation N00024-17-R-3102 03R STEM Support Services" dated 03 March 2017, including any revisions 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 52.215-8 "Order of Precedence", the contractor's technical proposal shall be considered a Specification but the Governments PWS shall take precedence over the contractor's proposal.

6.0 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.

b. ONR observes 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 approved travel for operational requirements is scheduled. ONR 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
 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 holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance will be on the following Monday.

ONR facilities will be closed and unavailable to contractor personnel on the following additional days:

- Any other day designated by Federal Statute
- Any other day designated by Executive Order
- Presidential Inauguration Day
- Any other day designated by Presidential Proclamation

c. In the event the Government is closed for any other purpose (e.g., inclement weather, furlough), The Contractor may continue to perform services under this contract only if authorized in advance by the Contracting Officer. The Contract shall coordinate with the COR to obtain authorization as necessary.

d. Contractor employees who wish to attend ONR organizational events, such as a picnic or

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holiday party, must seek approval to do so from the Contractor. The Government will not reimburse the Contractor for the cost of labor or any other expense associated with attendance at such events.

e. Authorization for government personnel to depart early for reasons unrelated to the closure of Government offices (e.g., granted 59 minutes) shall not apply to Contractor employees. The Government will not reimburse the Contractor for the cost of labor or any other expense associated with the early departure of its employees under such circumstances.

f. The Contractor is responsible for the management of its employees, including approving absences for sickness, training, and vacation; however, the Contractor will inform the COR of the absence. Despite the absence, the Contractor shall remain responsible for providing services as required by the contract.

7.0 HOURS OF OPERATION

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

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.

Consistent with ONR's core business hours and except as provided below, the Contractor shall provide effort described in this task order 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.

The contractor is not required to provide support on holidays and other days as set forth in paragraph 6.0 of this section. Additionally, the contractor is permitted ten working days per employee, per performance period for absences attributable to other reasons such as vacation or illness. The contractor shall provide 1920 hours of support per performance period, per FTE.

8.0 CONTRACTOR FACILITY LOCATION

There are no contractor facility location specifics for this effort.

9.0 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.

10.0 PERSONALLY IDENTIFIABLE INFORMATION (PII)

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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. The Contractor must properly mark and protect PII that is collected, maintained, created, or disseminated. In addition, the contractor must complete the mandatory Information Assurance training including the Personally Identifiable Information (PII) module.

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SECTION I CONTRACT CLAUSES

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

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative (DEC 1991)
252.204-7005	Oral Attestation of Security Responsibilities (NOV 2001)
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls (OCT 2016)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)

CLAUSES INCORPORATED BY FULL TEXT

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 at any time before the contract expires.

(End of Clause)

52.217-9 – OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at any time before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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)

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

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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/>

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

Attachment 1: Quality Assurance Surveillance Plan (QASP)

Attachment 2: Check In Contractors (CTR)

Attachment 3: Check Out Contractors (CTR)

Attachment 4: Contract Data Requirements List

Attachment 5: Contracting Officer's Representative Appointment Letter - A. Dreiss

Attachment 6: DD254