

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 22. AMENDMENT/MODIFICATION NO.
P000063. EFFECTIVE DATE
21-Aug-20194. REQUISITION/PURCHASE REQ. NO.
67-0709-195. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00173

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

S3605A

Naval Research Laboratory
4555 Overlook Ave., SW
Washington DC 20375
[REDACTED]DCMA DAYTON
AREA A, BUILDING 30, 1725 VAN PATTON
DRIVE
WRIGHT-PATTERSON AFB OH 45433-5302

SCD: C

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

MacAulay-Brown Inc
4021 Executive Drive
Dayton OH 45430-1062

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7813 / N0017318F3002

10B. DATED (SEE ITEM 13)

24-Jul-2018

CAGE CODE
4R389

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).

[X] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.232-22, Limitation of Funds

[] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [X] 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)

[REDACTED], Contract Administrator

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

Tracie M Rustin, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

/s/ [REDACTED]
(Signature of person authorized to sign)

20-Aug-2019

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

BY /s/Tracie M Rustin
(Signature of Contracting Officer)

21-Aug-2019

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to re-align available ceiling values and funding in the base year and provide an increment of funds for the option year. Accordingly, said Task Order is modified as follows: 1. Decrease the available ceiling of base year CLIN 700001 by [REDACTED]; and 2. Decrease the available ceiling of base year CLIN 900001 by [REDACTED]; and 3. Increase the available ceiling of option year 1 CLIN 710001 by [REDACTED]; and 4. Increase the available ceiling of option year 1 CLIN 910001 by [REDACTED]; and 5. Re-align [REDACTED] in unused funding from base year CLIN 900001 to option year CLIN 910001; and 6. Provide an increment of funds in the amount of [REDACTED] to CLIN 710001; and 7. Provide an increment of funds in the amount of [REDACTED] to CLIN 910001; and 8. Provide an increment of funds in the amount of [REDACTED] to CLIN 910101; and 9. Change the contract specialist contact information in section G to Graham Fisher. 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 (\$)
710001	Fund Type - TBD	[REDACTED]	[REDACTED]	[REDACTED]
900001	Fund Type - TBD	[REDACTED]	[REDACTED]	[REDACTED]
9100	Fund Type - TBD	[REDACTED]	[REDACTED]	[REDACTED]
9101	Fund Type - TBD	[REDACTED]	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7000	[REDACTED]	[REDACTED]	[REDACTED]
7100	[REDACTED]	[REDACTED]	[REDACTED]
9000	[REDACTED]	[REDACTED]	[REDACTED]
9100	[REDACTED]	[REDACTED]	[REDACTED]

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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	AJ12	The Contractor shall provide Research and Development effort as specified in Attachment 1, 'Statement of Work'. (Fund Type - TBD)Base Period (Fund Type - OTHER)		LH	\$	\$	\$
700001	AJ12	The Contractor shall provide Research and Development effort as specified in Attachment 1, 'Statement of Work'. (Fund Type - TBD)Base Period (Fund Type - OTHER)					
7100	AJ12	The Contractor shall provide Research and Development effort as specified in Attachment 1, 'Statement of Work'. (Fund Type - TBD)Option 1 (Fund Type - TBD)		LH	\$	\$	
710001	AJ12	(Fund Type - TBD)					
7200	AJ12	The Contractor shall provide Research and Development effort as specified in Attachment 1, 'Statement of Work'.(Option 2) (Fund Type - TBD) Option		LH			
7300	AJ12	The Contractor shall provide Research and Development effort as specified in Attachment 1, 'Statement of Work'.(Option 3) (Fund Type - TBD) Option		LH			
7400	AJ12	The Contractor shall provide Research and Development effort as specified in Attachment 1, 'Statement of Work'.(Option 4) (Fund Type - TBD) Option		LH			
7500	AJ12	Data in accordance with Exhibit A, 'DD Form 1423'. Not Separately Priced (NSP)		LO			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(Fund Type - TBD)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	AJ12	Material in support of CLIN 7000 (Cost Only) Base Period (Fund Type - TBD)		LO	
900001	AJ12	(Fund Type - TBD)			
9001	AJ12	Travel in support of CLIN 7000 (Cost Only) Base Period (Fund Type - TBD)		LO	
900101	AJ12	(Fund Type - TBD)			
9100	AJ12	Material in support of CLIN 7100 (Cost Only)(Option 1) (Fund Type - TBD)		LO	
9101	AJ12	Travel in support of CLIN 7100 (Cost Only)(Option 1) (Fund Type - TBD)		LO	
9200	AJ12	Material in support of CLIN 7200 (Cost Only)(Option 2) (Fund Type - TBD) Option		LO	
9201	AJ12	Travel in support of CLIN 7200 (Cost Only)(Option 2) (Fund Type - TBD) Option		LO	
9300	AJ12	Material in support of CLIN 7300 (Cost Only)(Option 3) (Fund Type - TBD) Option		LO	
9301	AJ12	Travel in support of CLIN 7300 (Cost Only)(Option 3) (Fund Type - TBD) Option		LO	
9400	AJ12	Material in support of CLIN 7400 (Cost Only)(Option 4) (Fund Type - TBD) Option		LO	
9401	AJ12	Travel in support of CLIN 7400 (Cost Only)(Option 4) (Fund Type - TBD) Option		LO	

B-3 TRAVEL COSTS

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its travel costs in accordance with FAR 31.205-46 and the Joint Travel Regulations (JTR). The costs to be reimbursed shall be those costs

accepted by the cognizant DCAA office.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

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(c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided for in FAR 31.204-35; however, contracting officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.

(d) The contractor shall not be reimbursed for the following daily local travel costs:

- (i) Travel at U.S. installations where Government transportation is available;
- (ii) Travel performed for personal convenience/errands, including commuting to and from work; and
- (iii) Travel costs incurred in the replacement of personnel when such replacement is accompanied for the Contractor's or employee's convenience.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work (SOW)

“Pulsed Power and Plasma Science Research and Development”

in Support of Code 6700 Plasma Physics Division

1 Introduction

The Naval Research Laboratory (NRL) is the corporate research laboratory for the Navy and Marine Corps. Five Branches within the Plasma Physics Division (Code 6700) perform the plasma physics research necessary to develop and advance pulsed power and plasma science applications. Historically these applications have included:

- (a) Nuclear weapons effects simulation (NWES),
- (b) High-brightness flash x-ray radiographic sources (flash x-ray),
- (c) Electromagnetic projectile launcher (EML) technologies,
- (d) High-energy density laboratory plasmas (HEDLPs),
- (e) High-power microwave sources (HPM),
- (f) Fundamental space plasma physics (SPP),
- (g) Low-temperature plasma physics (LTP),
- (h) High-energy and high-power laser systems, and
- (i) The development of necessary diagnostics, accelerator architectures, and high-power enabling technologies. As mission requirements change and our research takes us to new topic areas, we continue to find novel ways to use pulsed power plasma science for new applications.

1.1 Background

The Plasma Physics Division is involved in the research, design, development, integration, and testing of pulsed-power-driven radiation sources, plasma-electromagnetic wave interactions in space-surrogate environments, electron- and ion-beam applications, ultra-short pulsed laser systems, and novel diagnostics and pulsed-power architectures for future applications in these areas. Our five Branches advance research in the areas (a)-(i) listed above. Work in these areas involves experimental, theoretical, and computational research. Experiments are performed on existing pulsed power drivers within the Plasma Physics Division including Mercury, various scale EM Launchers, Hawk, Gamble II, Space Chamber, MATRICES laser lab, and several smaller systems and test stands located at NRL. In addition, the work may involve coordinating experiments at other facilities around the U.S. and around the world. The nature of this applied research requires the rapid design, fabrication, and fielding of experimental equipment, rapid prototyping of diagnostic hardware, and development of computer software for analyzing the experimental results. Theoretical work will include the development and use of analytical and numerical techniques for researching the various problem areas; theory and simulations will be closely tied to the experimental programs.

1.2 Scope

In support of this research program, the contractor shall perform on-site experimental and theoretical research in pulsed-power physics and engineering, plasma physics, intense laser and charged-particle-beam physics, radiation production and transport, electromagnetic-launcher technology, the physics of low-energy nuclear reactions (<20

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MeV), the physics of advanced energetics, production of high-power microwave sources, and the development of new techniques to diagnose and advance these experiments. Tasks performed under this contract shall be undertaken on the facilities within the Plasma Physics Division at facilities owned or operated by NRL's sponsoring or collaborating organizations (e.g. DOE/NNSA laboratories, DoD facilities, and even foreign laboratories or facilities) and require the capability of designing, fielding, and operating experiments on such accelerators, pulsed power generators, or unique testing environments. The contractor's theoretical researchers shall work closely with the experimental researchers and shall provide timely analysis and guidance for the experimental research under this contract. The contractor may be asked to perform in these areas with efforts categorized as basic research, application development, documentation development, and transition.

2 Statement of Work

The tasks to be performed under this contract can be broken into two main areas with various example subtasks listed in each: pulsed-power applications and plasma science applications.

2.1 Pulsed Power Driven Applications

2.1.1 Nuclear Weapons Effects Simulation (NWES) Under this research task, pulsed power generators are used to produce bursts of ionizing radiation in the laboratory. One may use electron- or ion-beams to make x-rays, gamma rays, or neutrons. One can also use electrons- or ion-beams directly for effects testing. Any of these radiation-types can simulate the expected effects of nuclear-weapon-produced radiation on materials or electronics. This work is primarily experimental in nature but requires intensive pre- and post-experimental analysis as well as long-term development of theoretical and computational models. The contractor shall design, develop, and optimize pulsed-power systems, diodes load, imploding loads, diagnostics, and computational tools to provide the required radiation yields and spectrum, simulating nuclear weapons detonation environments for the purpose of testing military readiness of field components. This work will primarily occur on the Gamble II or Mercury facilities. This work is unclassified except when classified test objects are exposed in the laboratory or attendance at classified meetings is required to understand the specifications.

2.1.2 High-Brightness Flash X-ray Radiographic Sources (Flash Radiography) The development of intense, high-energy x-ray radiographic sources emphasizes the physics and operation of unique x-ray diodes that concentrate high current electron beams into small areas for the production of localized bremsstrahlung radiation. The contractor shall design, develop, and optimize pulsed-power systems and radiographic diodes to increase dose, reduce spot-size, improve generator-to-load coupling, and increase diode repeatability and reliability. This work will primarily occur on the Mercury or Gamble II facilities. This work is unclassified except when classified test objects are exposed in the laboratory or attendance at classified meetings is required to understand the specifications.

2.1.3 Electromagnetic Launcher Technologies (EML) This research task is to develop an EML system that is robust, reliable, and relatively compact. The research at NRL emphasizes the bore and armature materials and geometries that lead to long bore-life operation of the railgun. Future research may lead to other applications (single-shot use, mortar replacement, etc.). The contractor will retain expertise in operation of pulsed EML facilities for testing of materials, the design of repetitively-pulsed railguns, and development of compact, low-weight devices for accelerating projectiles based on railgun or coilgun technologies. This work will primarily occur on the NEMESYS or ERASER facilities. Laboratory work is unclassified, but processing of shot data and attendance at science meetings is classified.

2.1.4 High-Energy Density Laboratory Plasmas (HEDLP)

Pulsed power systems are regularly used for condensing many kilojoules of energy into small volumes using various pulsed compression techniques and novel diode concepts. As the study of warm dense matter and novel acceleration mechanisms (e.g. collective acceleration) are of interest to many in the DoD and DOE, the contractor will design diodes, develop diagnostics, and analyze data from the

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production of high-energy-density states of matter and novel acceleration mechanisms. This work is unclassified except for when DOE changes classification guides for highly-ionized materials.

2.1.5 High-Power Microwave Sources (HPM) Repetitively-pulsed power systems may drive high-quality electron beam diodes, which can in-turn generate radiofrequency energy if passed through a slow-wave or fast-wave structure. The contractor will be required to design, develop, field, diagnose, and fabricate HPM diodes, sources, and pulsed power subsystems for driving these HPM sources. This may include the development of and research on applications for high power microwave, millimeter wave, and Terahertz sources. The pulsed power subsystems are unclassified. Details of the sources can be classified. This work will primarily occur in small scale test stands within the Plasma Physics Division. This work may require attendance at classified meetings to understand the specifications.

2.1.6 Development of pulsed power enabling technologies

The contractor will work with NRL to develop new ideas and enabling technologies for the application of pulsed-power technology. The applications may be related to 2.1.1 – 2.1.5 above or novel/developmental in nature. In general, novel applications for DoD or DOE require reduced size, weight, and cost at higher power; with novel applications in mind, optimization of size, weight, and prime power may take precedence over robustness (i.e. single-use operation). In addition to size and cost issues, the contractor may be called upon to assist NRL in the development of rep-rated pulsed power. Many applications require pulsed-power systems that can be fired repetitively (ranging from several shots a minute to thousands of shots a second in a burst). Thermal management and fully-automated control of such systems are a primary concern. Finally, novel accelerator architectures that have the potential to reduce the size and cost of pulsed power systems include inductive-energy storage (IES), the linear transformer device (LTD), and inductive voltage adders (IVA). This work will primarily occur on the Hawk facility or small test-stands in the Plasma Physics Division. This work is unclassified.

2.2 Plasma Science Applications

2.2.1 Space Experiments: NRL conducts research to investigate plasma phenomena relevant to the near-Earth space environment. In support of these efforts, the contractor shall perform on-site experimental and theoretical work in space plasma physics in conjunction with Space Chamber Group. Ground-based experimentation is conducted in the large-volume Space Physics Simulation Chamber, a unique device within the DoD for the production of large volume, steady-state, space-like plasmas. With the ability to vary plasma conditions over wide ranges, the simulation of many regions of near-Earth space plasmas is possible. Space Chamber experiments focus on phenomena such as radiation belt dynamics, linear and nonlinear wave-particle interactions, broadband ionospheric ion-cyclotron wave generation, wave and Joule heating of ionospheric plasma, and magnetotail particle and wave dynamics. Spacecraft diagnostic development and space hardware testing/qualification are also performed in the Space Chamber due to its ability to produce ionospheric-like plasma conditions. Smaller-scale devices such as the NRL DUsty Plasma Experiment (DUPLEX) are used to study the effects of charged microparticles in plasmas. The nature of this research requires design, fabrication, testing, computer interfacing, and fielding of experimental hardware. Software development for the acquisition and analysis of experimental data are typically required. Numerical and theoretical investigations are frequently carried out in conjunction with all Space Chamber Group experimentation. This work is mostly unclassified but may require attendance at classified meetings to understand the specifications.

2.2.2 Low-Temperature Plasma Applications: NRL performs research in the production, characterization, and use of low temperature plasmas and related areas. In support of these efforts, the

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contractor shall perform on-site experimental and theoretical work in space plasma physics in conjunction with Low-Temperature Plasma Group. The research activities employ the use of numerous diagnostics to fully characterize the plasmas and to understand their interaction with materials, particularly in their use to synthesize and modify materials. The laboratory has several chambers operating under vacuum conditions for low pressure plasma systems as well as several atmospheric pressure plasma systems. A variety of plasma and particle collection diagnostics are used, including Langmuir and RF probes to measure plasma density, plasma potential, electron temperature, and the electron energy distribution; a dual energy analyzer/ quadrupole mass analyzer to interrogate the flux of ions and neutrals at surfaces; and, spectroscopic diagnostics to measure plasma emissions from EUV through IR wavelengths. In materials processing, the research efforts are aimed at developing a comprehensive understanding of plasma-based processing applications ranging from etching to deposition to surface activation of both organic and inorganic materials. While the activities are largely experimental in nature, modeling and analytic theory efforts with collaborators from within the Plasma Physics Division are common. This work is unclassified.

2.2.3 Radiation and Acceleration Physics Research

NRL uses and develops theoretical, numerical, and experimental techniques to solve basic physics problems and assess potential applications of novel radiation sources, intense laser beams, and charged particle beam accelerators. The Division currently supports a broad range of processes involved with the generation and propagation of intense laser beams and their interaction with materials. Specific research areas include pulsed laser propagation in gases and plasmas, nonlinear optics, laser-induced ionization, free-electron sources of radiation, novel x-ray and γ -ray sources, nuclear material detection, high-gradient accelerators, electron and ion beam transport, high power microwave sources, and microwave interaction with materials. The Contractor shall conduct research on atmospheric propagation of intense laser pulses, high-gradient-laser driven acceleration processes, fundamental plasma and optical physics processes, and electron beam driven radiation sources. This work is unclassified except when classified test objects are exposed in the laboratory or attendance at classified meetings is required to understand the specifications.

3 Deliverables, Materials and Travel in Support of SOW

In support of tasks and subtasks above, the contractor shall provide the following reports:

- 3.1 Monthly Cost Reports – CDRL A001
- 3.2 Progress Reports – CDRL A002,
- 3.3 Design, Drawings, Documentation, Plans, and Manuals – CDRL A003
- 3.4 Publications (which must be cleared by NRL Publication Release) – CDRL A004
- 3.5 Final report at the end of the contract performance period. – CDRL A005

The description and delivery frequency of these specific deliverables is detailed in the DD1423.

In support of tasks and subtasks above, the contractor shall take part in regular planning meetings where NRL personnel will define specific needs on a per project basis. As part of the research and development process, the contractor is expected to generate engineering artifacts to include system diagrams, briefing materials, simulation tools, and reports. The artifacts shall be documented via formal peer-reviewed publications, classified reports, and informal technical reports in tabular or graphical form. These will be considered deliverables towards the completion of the contract. Any drawings, schematics, software, and hardware fabricated shall be

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delivered to the Plasma Physics Division shall become government property at the end of the performance period.

In carrying out the experiments as part of the work outlined above, the contractor shall design, assemble, test, maintain, fabricate, and/or procure any small experimental apparatus needed to complete the research. These experimental apparatus pieces may be fabricated by hand or machined and built using standard machine-shop equipment (lathe, milling machine, etc.) available in the Plasma Physics Division within a few days' time. Examples include simple diode hardware, diagnostic cables and connectors, diagnostics such as charge collectors and B-dot loops, capacitor banks for driving plasma sources, etc. In general, the Plasma Division at NRL will supply larger experimental and computational facilities as government furnished equipment/property. Large vacuum hardware, lasers, optics, power supplies, diagnostics, and extraneous equipment (\$10k - \$100k items) may be procured by the contractor to support work under this contract. Safety equipment & personnel protective equipment shall be provided for contract staff, as required by Navy and NRL safety policy and procedures.

In support of tasks and subtasks above, the contractor shall provide technical support for field exercises. Field exercise support may include travel to research and development sites and may involve on-site system research, development, device remediation, software system installation, and software system configuration.

In support of tasks and subtasks above, the contractor shall provide logistical support for technical meetings. Meeting support may include travel to conference sites, on-site database management, software system configuration, generation of flyers, badges, posters, and other logistics in support of working technical meetings to enable exchange of information with Government sponsors and international colleagues within the scope of Tasks 2.1.1 – 2.1.6 and 2.2.1 – 2.2.3.

Contractor personnel will be expected to report their results regularly to the Contracting Officer's Representative (COR) and to the technical community. A high degree of flexibility will be required, allowing the contractor staff to assist government researchers as they efficiently meet the changing requirements of experimental research and sponsor-mandated milestones. Program emphasis may change during the course of the contract, and the contractor must be capable of adjusting to the changes within limits of the scope of the contract.

In support of tasks and subtasks above, the contractor shall ensure safe and secure workplace conditions for their staff as directed by NRL Safety and Security directives.

4. ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

(a) The Contractor shall report Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for the Naval Research Laboratory via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;

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- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.
- (b) The Contractor is required to completely fill in all required data fields using the following web address <https://www.ecmra.mil>.
- (c) 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://www.ecmra.mil>.

5 Special Requirements

This section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

5.1 Security

All Contractor personnel who require NRL base access or access to NRL unclassified material and/or unclassified systems shall possess a favorably completed DoD National Agency Check with Law and Credit (NACLC). The Contractor Facility, at the time of award, must be able to acquire facility clearance suitable for supporting this work, as specified in the DD Form 254 (see Section 4.1.1 below). Contractors who require access to Secret material must have, at a minimum, a favorably completed DoD National Agency Check with Law and Credit (NACLC) and final DoD granted Secret security clearance the time of proposal submission. Contractors who require access to Secret Restricted Data/Critical Nuclear Weapons Data Information (SRD/CNWDI) as well as Formerly Restricted Data (FRD), must have, at a minimum, a Single-Scope Background Investigation (SSBI), final DoD granted clearance, and CNWDI briefing. Need to know is determined by the COR. Contractors who require access to Top Secret (TS) and/or Sensitive Compartmented Information (SCI) must have SSBI and appropriate need-to-know and briefings. Need to know is determined by the COR.

The Contractor shall ensure that all classified material is handled in accordance with the issued DD 254, the National Security Program Operating Manual (NISPOM) (DoD 5220.22M), and all NRL and applicable Security Program Guides/Directives.

5.2 DD Forms 254

The Contractor shall be granted access to classified information necessary for performance of this requirement as specified in the DD Form 254. The Contractor Facility, at the time of award, must be able to acquire facility clearance suitable for supporting this work, as specified in the DD Form 254. All contractor personnel with access to unclassified information systems, including e-mail, require at a minimum a favorably completed DoD National Agency Check with Law and Credit (NACLC). Work on this contract spans a wide-range of classification, from unclassified laboratory work to Secret Restricted Data (requiring SSBI and “need to know”) to Top Secret/SCI. Most of the contracted work is unclassified but requires attendance at classified meetings at sponsor locations or use of classified computing assets (email, workstations) here at

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NRL so that the purpose and application of research work is understood.

5.3 Non-disclosure Agreements

All contractor personnel working on-site at NRL, as part of their performance of the above work and technical contributions towards complete sponsor-driven goals, are required to abide by non-disclosure of data unless officially released via NRL Public Release protocols.

6. Period and Place of Performance

The period of performance is from the date of contract award through 60 months thereafter. The principal place of performance shall be the Naval Research Laboratory, [REDACTED]. Domestic and international travel to support this work is expected. For estimation purposes, 13 person-weeks per year domestic and 3 person-weeks per year international are expected (but may be exceeded per evolving mission requirements).

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SECTION D PACKAGING AND MARKING

D-1 All unclassified data and deliverable contract line items shall be preserved, packaged, packed and marked and must conform to normal commercial packing standards to assure safe delivery at destination.

D-2 Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated February 28, 2006 and the DD 254 - Contract Security Classification Specification.

D-3 The Contractor shall mark all shipments under this contract in accordance with the addition of ASTM-D-3951-90 "Standard Practice for Commercial Packaging" in effect on the date of the contract.

D-4 The Contractor shall comply with FED STD 313 (Symbols for Packages and Containers for Hazardous Industrial Chemical and Materials) to the extent applicable.

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SECTION E INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE

FAR 52.246-5 INSPECTION OF SERVICES- COST REIMBURSEMENT, APPR 1984

FAR 52.246-8 Inspection of Research and Development - Cost Reimbursement, MAY 2001

DFARS 252.246-7000 Material Inspection and Receiving Report, MAR 2008

E-2 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery will be accomplished by the Technical Manager (TM) or Contracting Officer Representative (COR) designated in Section G of this contract. Inspection and acceptance will be performed at the Naval Research Laboratory, Washington DC 20375-5320.

Constructive acceptance, in accordance with FAR 32.904, shall be deemed to have occurred on the 7th day after the final delivery.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	7/24/2018 - 7/23/2019
7100	7/24/2019 - 7/23/2020
7500	7/24/2018 - 7/23/2023
9000	7/24/2018 - 7/23/2019
9001	7/24/2018 - 7/23/2019
9100	7/24/2019 - 7/23/2020
9101	7/24/2019 - 7/23/2020

F-1 CLIN - DELIVERIES OR PERFORMANCE

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

Base Period

7000 (labor)	07/24/2018 - 07/23/2019
9000 (material)	07/24/2018 - 07/23/2019
9001 (travel)	07/24/2018 - 07/23/2019

Option 1

7100 (labor)	07/24/2019 - 07/23/2020
9100 (material)	07/24/2019 - 07/23/2020
9101 (travel)	07/24/2019 - 07/23/2020

Option 2

7200 (labor)	07/24/2020 - 07/23/2021
9200 (material)	07/24/2020 - 07/23/2021
9201 (travel)	07/24/2020 - 07/23/2021

Option 3

7300 (labor)	07/24/2021 - 07/23/2022
9300 (material)	07/24/2021 - 07/23/2022
9301 (travel)	07/24/2021 - 07/23/2022

Option 4

7400 (labor)	07/24/2022 - 07/23/2023
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9400 (material) 07/24/2022 - 07/23/2023

9401 (travel) 07/24/2022 - 07/23/2023

7500 (Data) 07/24/2018 - 07/23/2023

Services to be performed hereunder will be provided at the Naval Research Laboratory (NRL) Washington, DC and at other field sites.

F-2 DELIVERIES OR PERFORMANCE CLAUSES INCORPORATED BY REFERENCE:

FAR CLAUSE	TITLE
52.242-15	Stop Work Order (AUG 1989) with Alternate I (APR 1984)
52.247-34	F.O.B. Destination (NOV 1991)

F-3 PERIOD OF PERFORMANCE

- (a) The term of this contract consist of 12 month base period and four (4) twelve month option period.
- (b) All deliverables required by CLIN 7500 shall be shipped FOB Destination, Naval Research Laboratory, Washington DC 20375-5320, consigned to:

Contracting Officer's Representative: Joseph Schumer

Naval Research Laboratory

Contract Number:N00178-14-D-7813

Task Order Number: N00173-18-F-3002

Building:

██████████

████████████████████

████████████████████

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SECTION G CONTRACT ADMINISTRATION DATA

G-1 CONTRACT ADMINISTRATION

In order to expedite administration of this contract, the following delineation of duties is provided, including the names and contact information, for each individual or office specified. Contact the individual/position designated as having responsibility for any questions, clarifications or information regarding the functions assigned herein.

(a) The Administrative Contracting Officer (ACO), designated in Block 6 on the Standard Form 26, will expedite administration of the contract and direct inquiries to the appropriate off ice listed below.

(b) The Contract Administration Office (CAO) designated in Block 20A on the Standard Form

26 is responsible for all matters specified in FAR 42.302(a) and DFARS 242.302(a), except in those areas otherwise designated herein.

Contract Specialist:Graham Fisher, [REDACTED], [REDACTED]

NRL Competition Advocate: Mr. Glenn Wright, Code 3200, [REDACTED],
[REDACTED]

Task Order Ombudsman (FAR 16.505(b): DASN(AP), NCAG@navy.mil, 703-614-9600

Security Matters: Contracting Officer's Representative for Security, Code 1226, (202) 767-2240, DSN 297-2240, security-group@nrl.navy.mil

Safety Matters: Head Safety Branch, Code 3540, (202) 767-2232, safety@nrl.navy.mil

Patent Matters: Associate Counsel (Intellectual Property), Code 1008.2, (202) 404-1552,

patents@nrl.navy.mil

Release of Data: Public Affairs Officer, Code 1030, (202) 767-2541, DSN 297-2541,

publicaffairs@nrl.navy.mil. For FOIA information, see <http://www.nrl.navy.mil/media/public-affairs-office/foia>.

(c) Contract administration functions withheld, additional contract administration functions assigned, or special instructions are set forth below:

N/A

(d) Inquiries regarding payment should be referred to DFAS at <http://www.dod.mil/dfas/contractorpay/myinvoice.html>.

G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS

(a) **Joseph Schumer** is hereby designated as the Contracting Officer's Representative (COR). Unless terminated sooner, this appointment is effective for the period of performance of this contract including any options, if exercised. COR authority may not be re-delegated. No change in COR assignment shall be made without written notice by the Contracting Officer, who will modify the contract to reflect the change of COR assignment. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor via contract modification.

(b) The responsibilities and limitations of the COR are as follows:

- (1) Providing technical direction and guidance as necessary with respect to the performance of work under this

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contract. Technical direction and guidance may be used to provide technical advice/recommendations/clarifications on the statement of work/specifications. It MAY NOT be used to tell the contractor how to perform the work.

- (2) Submitting interim and final Contractor Performance Assessment Reports (CPARS) at www.cpars.csd.disa.mil/cparsmain.htm.
- (3) Quality assurance of services performed or deliveries made.
- (4) Inspection and acceptance of services or deliverables.
- (5) Ensuring that Government Furnished Property, to include any contractor use of on-site equipment and/or IT resources is adequately monitored and accounted for.
- (6) Security requirements on Government installation, such as the request and retrieval of personnel security badges and vehicle passes.
- (7) Monitoring contractor's performance and promptly report problems and recommendations for corrective action to the PCO.
- (8) Annually, furnish a written report on performance of the contractor to the PCO. And, if deemed necessary, attending a follow-up meeting to discuss.
- (9) Attend post award conference, if conducted.
- (10) Ensuring a copy of all Government technical correspondence, to include Technical Direction Memorandums/Guidance, is forwarded to the PCO for placement in the contract file.
- (11) Monitoring of funds expended.
- (12) Ensuring that the Contractor does not exceed the defined statement of work set forth in the contract.

(c) **Limitations:** The COR is not authorized to take any action, either directly or indirectly, that could result in a change in the cost/price, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or the statement of work/specifications, a modification must be issued in writing and signed by the Contracting Officer in order to effect such changes. No such changes shall be made without the express written prior authorization/direction of the Contracting Officer.

G-3 DFARS 252.232-7006 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—

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- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) *Document type.* The Contractor shall use the following document type(s).

Cost Voucher _____

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

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
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N00173
Admin DoDAAC	S3605A
Inspect By DoDAAC	N00173
Ship To Code	N00173
Mark For Code	6770
Service Approver (DoDAAC)	N00173

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S3605A

Service Acceptor (DoDAAC)

(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.

████████████████████

(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.

Donna Dargan: donna.dargan@nrl.navy.mil or 202-767-0547

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

(End of clause)

G-4 SUBCONTRACTORS/CONSULTANTS

- a. Advance notification or requests for consent pursuant to the contract clause entitled "Subcontracts" (FAR 52.244-2) shall be directed to the cognizant administrative contracting officer (ACO).
- b. Paragraph (j) of FAR 52.244-2 is filled in as follows. The following subcontractor/consultants have been identified in the Contractor's proposal as necessary for performance of this contract and were evaluated during negotiations:

SUBCONTRACTOR/CONSULTANT	ESTIMATED TOTAL COST
████████████████████	██████████
██████████	██████████
██████████	██████████
██████████	██████████

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G-5 INCREMENTAL FUNDING

Pursuant to the Limitation of Funds clause (FAR 52.232-22), the total amount presently available for payment and allotted to this Task Order is [REDACTED]; including an estimated cost of [REDACTED] and a fixed fee of [REDACTED]. It is estimated that the amount allotted for this Task Order will cover the period of date of award through **January 15, 2020**.

G-6 INFORMATIONAL SUBLINE ITEMS

It is anticipated that the research and development services performed under this contract will be paid for from multiple sources of funds. Informational subline items will be established as necessary to identify each accounting citation classification.

G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (COST REIMBURSEMENT)

In accordance with PGI 204.7108 (d)(12) (other) verbiage, CLINS are funded by multiple customers for different projects, and cannot disburse funds from ACRNS until the customers work is performed. Using one of the systematic clauses within PGI 204.7108 would cause one customer's funds to be paid against another customer's work, therefore, pay from the ACRN cited on the invoice. The Government will advise the contractor on what ACRNS to invoice.

G-8 TASK ORDER CEILING PRICE

- a. The amount of [REDACTED] is presently available for payment and allotted to this order. This amount is the ceiling price that the contractor shall not exceed except at its own risk. It is estimated that this amount is sufficient for performance of the order through **January 15, 2020**.
- b. The not-to-exceed price stated in Section B is the Government's estimate of the price of the maximum labor and materials required to perform this order. The parties contemplate that the Government will allot additional funds incrementally to the order up to the full not-to-exceed amount or to a lesser amount necessary to perform the order.
- c. 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 for the Government's convenience, approximates the total amount currently allotted to the order. The Contractor will not be obligated to continue work beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the order regardless of anything to the contrary in any other clause or provision of this order.
- d. The Contractor shall notify the Contracting Officer in writing at least sixty days prior to the date when, in the Contractor's best judgment, the work under the order will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate the total amount then allotted to the contract. 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 through the current period of performance or to a mutually agreed upon substitute date. 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, upon the Contractor's written request, will terminate the order on that date in accordance with the provisions of the Termination clause of this contract.
- e. If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the order, the Contractor incurs additional costs or is delayed in the performance of the work under this order and if additional funds are allotted, an equitable adjustment will be made in the price or in the period of performance, 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."

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f. The Government may at any time prior to termination allot additional funds for the performance of the order.

g. Nothing in this clause affects the rights of the Government to terminate this order pursuant to other clause or provisions of this contract.

Accounting Data

SLINID	PR Number	Amount
700001	PR# 67-0709-19	██████████
LLA :		
AA 97X4930 NH4A 000 77777 0 000173 2F 000000 N00173Z45000		

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

MOD P00001

900001	PR# 67-0709-19	██████████
LLA :		
AA 97X4930 NH4A 000 77777 0 000173 2F 000000 N00173Z45000		
Standard Number: PR#67-0923-19		

900101	PR# 67-0515-18	██████████
LLA :		
AA 97X4930 NH4A 000 77777 0 000173 2F 000000 N00173Z45000		

MOD P00001 Funding ██████████
Cumulative Funding ██████████

MOD P00002 Funding ██████████
Cumulative Funding ██████████

MOD P00003

700001	PR# 67-0709-19	██████████
LLA :		
AA 97X4930 NH4A 000 77777 0 000173 2F 000000 N00173Z45000		

900001	PR# 67-0709-19	██████████
LLA :		
AA 97X4930 NH4A 000 77777 0 000173 2F 000000 N00173Z45000		
Standard Number: PR#67-0923-19		

900101	PR# 67-0515-18	██████████
LLA :		
AA 97X4930 NH4A 000 77777 0 000173 2F 000000 N00173Z45000		
Standard Number: PR#67-0700-19		

MOD P00003 Funding ██████████
Cumulative Funding ██████████

MOD P00004

700001	PR# 67-0709-19	██████████
LLA :		
AA 97X4930 NH4A 000 77777 0 000173 2F 000000 N00173Z45000		

900001	PR# 67-0709-19	██████████
LLA :		
AA 97X4930 NH4A 000 77777 0 000173 2F 000000 N00173Z45000		
Standard Number: PR#67-0923-19		

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900101 PR# 67-0702-19 [REDACTED]
 LLA :
 AA 97X4930 NH4A 000 77777 0 000173 2F 000000 N00173Z45000
 Standard Number: PR#67-0702-19

MOD P00004 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD P00005

700001 PR# 67-0709-19 [REDACTED]
 LLA :
 AA 97X4930 NH4A 000 77777 0 000173 2F 000000 N00173Z45000

710001 PR# 67-0709-19 [REDACTED]
 LLA :
 AA 97X4930 NH4A 000 77777 0 000173 2F 000000 N00173Z45000

900001 PR# 67-0709-19 [REDACTED]
 LLA :
 AA 97X4930 NH4A 000 77777 0 000173 2F 000000 N00173Z45000
 Standard Number: PR#67-0923-19

MOD P00005 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD P00006

710001 PR# 67-0709-19 [REDACTED]
 LLA :
 AA 97X4930 NH4A 000 77777 0 000173 2F 000000 N00173Z45000

900001 PR# 67-0709-19 [REDACTED]
 LLA :
 AA 97X4930 NH4A 000 77777 0 000173 2F 000000 N00173Z45000
 Standard Number: PR#67-0923-19

9100 [REDACTED]
 LLA :
 AA 97X4930 NH4A 000 77777 0 000173 2F 000000 N00173Z45000
 Standard Number: PR# 67-0709-19

9101 PR# 67-0709-19 [REDACTED]
 LLA :
 AA 97X4930 NH4A 000 77777 0 000173 2F 000000 N00173Z45000

MOD P00006 Funding [REDACTED]
 Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 TYPE OF CONTRACT

This is a Cost Plus Fixed Fee (CPFF) term task order.

H-2 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)

- (a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.
- (b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least thirty (30) days in advance (sixty (60) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.
- (c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor 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: *

<u>LABOR CATEGORY</u>	
Senior Physicist	
Physicist	

H-3 LABOR CATEGORIES

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(a) The labor categories/ Personnel Qualifications described in Attachment 3 represent the Government's best estimate of the kinds of personnel required for successful performance of this contract. The Government recognizes that the inventory of data processing and/or information systems, technologies, methodologies and processes ranges from obsolescent to near state-of-the-art, and that the technology presently being introduced into the information technology marketplace is revolutionary rather than evolutionary. The ability of the Contractor to respond to new technologies, methodologies, and processes is both necessary and appropriate. Although the Contractor is expected to map from the contract categories to the Contractor's own categories, for the purpose of matching resources to requirements, the use of additional labor categories not currently contemplated may be necessary over the term of the contract and added to the contract by contract modification. If new labor categories are needed, the Contractor shall contact the PCO to request that the new labor categories be added and submit a proposal that substantiates inclusion of the new labor category and the price proposed.

(b) Certain unique labor categories, as well as consultants, may be required under specific tasks. A Contractor may propose a new or different skill level category during the course of the contract. Unique professional skills are defined as those bona fide executive, professional, or administrative skills for which the expertise required or duties performed are within the contract's scope, but are so specialized or rare that they are not explicitly defined in any labor category description in Attachment 3. The DO/TO PCO will determine whether circumstances warrant use of unique professional skills.

H-4 ONR 5252.235-9714 - REPORT PREPARATION (JUL 2005)

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-2005, Scientific and Technical Reports: Elements, Organization, and Design.

[NOTE: All NISO American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org>

</standards/index.html>. NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904 fax: 301-206-9789.]

H-5 ORGANIZATION CONFLICTS OF INTEREST

a. Definitions.

The term "contractor" includes the Contractor and its employees, affiliates, marketing consultants (if any), consultants, and subcontractors at all tiers.

"Organizational Conflict of Interest" ("OCI") means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. FAR 2.101. An OCI may result when (1) activities or relationships create an actual or potential conflict of interest related to the performance of the Statement of Work (SOW) of this Contract; or, (2) when the nature of the SOW on this Contract creates an actual or potential conflict of interest with respect to the Contractor in relation to a future acquisition.

"Marketing consultant," means any independent contractor who furnishes advice, information, direction, or assistance to an offeror or any other contractor in support of the preparation or submission of an offer for a Government contract by that offeror. An independent contractor is not

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a marketing consultant when rendering—(1) Services excluded in FAR Subpart 37.2; (2) Routine engineering and technical services (such as installation, operation, or maintenance of systems, equipment, software, components, or facilities); (3) Routine legal, actuarial, auditing, and accounting services; and (4) Training services.

- b. In accordance with the guidance in FAR Subpart 9.5, the Contracting Officer has determined that potentially significant organizational conflicts of interest (OCIs) could result if the Contractor is allowed to participate (at any level) in future Federal Government acquisitions that include requirements that may be established or affected by the performance of the Statement of Work (SOW) by the Contractor under this Contract.
- c. It is understood and agreed that the Contractor may be ineligible (unless expressly exempted as provided in FAR Part 9.5) to act as a prime contractor, subcontractor, or consultant or subcontractor to any prime contractor or subcontractor at any tier, for any future requirements (for services, systems, or components of systems) procured by any Federal Government activity where the Contractor, in performance of the SOW under this Contract, has provided or is providing support (as described in FAR 9.505-1 through 9.505-4) that establishes or affects future requirements or may affect the future competition.
- d. It is understood and agreed that the Contractor may be ineligible (unless expressly exempted as provided in FAR Part 9.5) to act as a prime contractor, subcontractor, or consultant or subcontractor to any prime contractor or subcontractor at any tier, for any future requirements (for services, systems, or components of systems) procured by any Federal Government activity where the Contractor, in performance of the SOW under this Contract, has provided or is providing support (as described in FAR 9.505-1 through 9.505-4) that establishes or affects future requirements or may affect the future competition.

(1) Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; a reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); data security measures; and, non-disclosure agreements.

(2) The Government's determination regarding the adequacy of the mitigation plan or the possibility of mitigation is a unilateral decision made solely at the discretion of the Government and is not subject to the Disputes clause of the contract. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.

(3) Nothing contained herein shall preclude the contracting officer in future Federal Government acquisitions from making his/her own determination as to whether an OCI exists and whether any such OCI has been successfully mitigated.

(e) The Contractor shall apply this clause to any subcontractors or consultants who: have access to proprietary information received or generated in the performance of this Contract; and/or, who participate in the development of data, or participate in any other activity related to this Contract which is subject to the terms of this clause at the prime contractor level.

(f) The Contractor agrees that it and its subcontractors at all levels shall use reasonable diligence in protecting proprietary data/information that is received or generated in performance of this Contract in accordance with this clause and any other clause of this Contract pertaining to the nondisclosure of information. The Contractor further agrees that neither it nor its subcontractors will willfully disclose proprietary data/information that is received or generated in the performance of this Contract without the prior permission of the Contracting Officer, and that proprietary information shall not be duplicated, used

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or disclosed, in whole or part, for any purpose other than to accomplish the work required by the Contract.

(g) The Contractor and its Subcontractors at all levels shall inform their employees that they are required to comply with the applicable requirements and restrictions contained in: restrictive markings applicable to data/information that they receive or generate in the performance of this Contract; FAR Subpart 9.5 pertaining to actual or potential OCIs; FAR 3.104 pertaining to requirements and restrictions under the Procurement Integrity Act; and, Defense FAR Supplement (DFARS) 252.204-7000 pertaining to “Disclosure of Information.”

(h) The Contractor agrees to enter into written agreements with all companies whose proprietary data it shall have access to and to protect such data from unauthorized use or disclosure as long as it remains proprietary. The Contractor shall furnish to the Contracting Officer copies of these written agreements. The Contractor agrees to protect the proprietary data and rights of other organizations disclosed to the Contractor during performance of this Contract with the same caution that a reasonably prudent Contractor would use to safeguard its own highly valuable property. The Contractor agrees to refrain from using proprietary information for any purpose other than that for which it was furnished.

(i) The Contractor shall not distribute reports, data or information of any nature received or arising from its performance under this Contract, except as provided by this Contract or as may be directed by the Contracting Officer.

(j) The Contractor agrees that if in the performance of this Contract it discovers a potential OCI, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the actions the Contractor has taken, or proposes to take, to avoid or mitigate such conflicts.

H-6 SPECIAL CONTRACT REQUIREMENT REGARDING NON-DISCLOSURE OF INFORMATION

Data includes all data, information and software, regardless of the medium (e.g. electronic or paper) and/or format in which the data exists, and includes data which is derived from, based on, incorporates, includes or refers to such data. In the course of performing this Contract, the Contractor may be or may have been given access to: Source Selection Information [as defined in Federal Acquisition Regulation (FAR) 3.104]; data that has been assigned (or data that is generated by the Contractor that should be assigned) a contractually required or other Government distribution control (such as a Distribution Statement prescribed in DoD Directive 5230.24); and/or data that has been given a restrictive legend by the source of the data such as “business sensitive,” “proprietary,” “confidential,” or word(s) with similar meaning that impose limits on the use and distribution of the data (see for example FAR 52.215-1(e)). All such data with limitations on use and distribution are collectively referred to herein as “protected data.”

This Special Contract Requirement supplements and implements Defense FAR Supplement (DFARS)

252.204-7000, “DISCLOSURE OF INFORMATION.” As a condition to receiving access to protected data, the Contractor shall: (1) prior to having access to protected data, obtain the agreement of the source of the protected data to permit access by the Contractor to such protected data; (2) use the protected data solely for the purpose of performing duties under this Contract unless otherwise permitted by the source of the protected data; (3) not disclose, release, reproduce or otherwise provide or make available the protected data, or any portion thereof, to any employee of the Contractor unless and until such employee has been informed of the restrictions on use and distribution of the protected data and agreed in writing to conform with the applicable restrictions; (4) not disclose, release, reproduce or otherwise provide or

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make available the protected data, or any portion thereof, to any non-Government person or entity (including, but not limited to, affiliates, subcontractors, successors and assignees of the Contractor), unless the Contracting Officer and the source of the protected data have given prior written approval (which shall be conditioned upon the person receiving the protected data having been informed of the restrictions on use and distribution of the protected data and having agreed in writing to conform with the applicable restrictions; (5) establish and execute safeguards to prevent the unauthorized use or distribution of protected data.

Any unauthorized use, disclosure or release of protected data may result in substantial criminal, civil and/or administrative penalties to the Contractor or to the individual who violates a restriction on use or distribution of protected data. Any agreement with another company regarding access to that company's protected data shall not create any limitation on the Government or its employees with regard to such data. A copy of each executed company and individual non-disclosure agreement relating to this Contract shall be provided to the Contracting Officer's Representative (COR).

Appropriate restrictive legends will be included by the Contractor on any copies and reproductions made of all or any part of the protected data and any data that is derived from, based upon, incorporates, includes or refers to the protected data. When the Contractor's need for such protected data ends, the protected data shall be returned promptly to the source of the protected data with notice to the COR. However, the obligation not to use, disclose, release, reproduce or otherwise provide or make available such protected data, or any portion thereof, shall continue, even after completion of the Contract, for so long as required by the terms of any agreement pertaining to the protected data between the Contractor and the source of the protected data, or (in the case of Government information) for so long as required by applicable law and regulation. Any actual or suspected unauthorized use, disclosure, release, or reproduction of protected data or violation of this agreement, of which the company or any employee is or may become aware, shall be reported promptly (within one business day after discovery and confirmation) to the Contracting Officer's Representative (COR).

H-7 ONR 5252.216-9706 - LEVEL OF EFFORT (DEC 88)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for performance of this contract shall be [REDACTED] total 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. A breakdown of labor categories and hours is set forth in paragraph (k) below.

(b) The level of effort for this contract shall be expended at an average rate of [REDACTED] hours per month. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

(c) The Contractor is required to notify the Contracting Officer when any of the following situations occur, or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.

(d) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified 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 fixed fee together with an offer setting forth a

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proposed level of effort, cost breakdown, and proposed fixed fee for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(e) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total 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.

(f) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the term of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

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

Required LOE Hours

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost," require the Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph (a) shall have been expended, at no increase in the fixed fee of this contract.

(g) In the event the government fails to fully fund the contract in a timely manner, the term of the contract may be extended accordingly with no change to cost or fee. If the government fails to fully fund the contract, the fee will be adjusted in direct proportion to that effort which was performed.

(h) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish hours up to five percent in excess of the total 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 fixed fee is required, and no adjustment in the fixed fee shall be made provided that the Contractor has delivered at least 95% of the level of effort required in paragraph (a) above.

(i) It is understood that the mix of labor categories provided by the Contractor under the contract, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort which was estimated by the government or proposed by the Contractor.

(j) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the Clause entitled "Limitation of Costs" or "Limitation of Funds," either of which clauses as incorporated herein applies to this contract.

(k) The anticipated breakdown by labor category of the total level of effort is as follows:

<u>LABOR CATEGORY</u>	<u>TOTAL HOURS</u>
Senior Physicist	██████████
Senior Engineer	██████████
Physicist	██████████
Engineer	██████████
Senior Technician II	██████████

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Senior Technician I [REDACTED] [REDACTED]
Technician III [REDACTED] [REDACTED]
Technician II [REDACTED] [REDACTED]
Senior Management [REDACTED]
Administrative [REDACTED]

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SECTION I CONTRACT CLAUSES

I-1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/farsite.html>

<http://heron.nrl.navy.mil/contracts/home.htm>

a. FEDERAL ACQUISITION REGULATION CLAUSES

FAR CLAUSE TITLE

52.204-18	Commercial Government Entity Code Maintenance	(JUL 2016)
52.215-23	Limitations on Pass-Through Charges	(OCT 2009)
52.216-8	Fixed-Fee	(JUN 2011)
52.219-9	Small Business Subcontracting Plan (DEVIATION 2016-O0009)	(AUG 2016)
	with Alternate II	(AUG 2016)
52.219-16	Liquidated Damages Subcontracting Plan	(JAN 1999)
52.222-2	Payment For Overtime Premiums - The Use of Overtime Is Authorized Under This Contract If the Overtime Premium Does Not Exceed "0"	(JUL 1990)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	(DEC 2010)
52.223-5	Pollution Prevention and Right-To-Know Information	(MAY 2011)
52.223-10	Waste Reduction Program	(MAY 2001)
52.227-10	Rights in Data-General	(MAY 2014)
52.232-22	Limitation Of Funds	(APR 1984)
52.232-33	Payment By Electronic Funds Transfer-System for Award Management	(JUL 2013)
52.232-40	Providing accelerated Payments to Small Business Subcontractors Disputes	(DEC 2013)
52.232-39	Unenforceability of Unauthorized Obligations	(JUN 2013)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	(APR 1984)
52.243-2	Changes - Cost-Reimbursement	(AUG 1987)
	with Alternate I	(APR 1984)
52.244-2	Subcontracts	(OCT 2010)
52.245-1	Government Property	(JAN 2017)
52.246-25	Limitation Of Liability – Services	(FEB 1997)
52.249-6	Termination (Cost-Reimbursement)	(MAY 2004)
52.249-14	Excusable Delays	(APR 1984)

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b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES

<u>252.201-7000</u>	Contracting Officer's Representative	(DEC 1991)
<u>252.203-7003</u>	Agency Office of the Inspector General	(DEC 2012)
<u>252.203-7004</u>	Display of Fraud Hotline Poster (s)	(OCT 2016)
<u>252.203-7997</u>	Prohibition on Contracting with Entities that require Certain Internal Confidentiality Agreements	(OCT 2015)
<u>252.201-7000</u>	Contracting Officer's Representative	(DEC 1991)
<u>252.219-7003</u>	Small Business Subcontracting Plan (DoD Contracts)	(MAR 2016)
<u>252.227-7000</u>	Non-Estoppel	(OCT 1966)
<u>252.227-7013</u>	Rights in Technical Data--Noncommercial Items Alternate I	(FEB 2014) (JUNE 1995)
<u>252.227-7014</u>	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation Alternate I	(SEP 2016) (JUNE 1995)
<u>252.227-7015</u>	Technical Data-Commercial Items	(FEB 2014)
<u>252.227-7019</u>	Validation of Asserted Restrictions-Computer Software	(SEP 2016)
<u>252.227-7020</u>	Rights in Special Works	(JUN 1995)
<u>252.227-7027</u>	Deferred Ordering of Technical Data or Computer Software	(APR 1988)
<u>252.227-7037</u>	Validation of Restrictive Markings on Technical Data	(MAY 1995)
<u>252.235-7010</u>	Acknowledgment of Support and Disclaimer	(MAY 1995)
<u>252.235-7011</u>	Final Scientific or Technical Report	(JAN 2015)
<u>252.244-7000</u>	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	(JUN 2013)
<u>252.244-7001</u>	Contractor Purchasing System Administration	(MAY 2014)

ALL CLAUSES INCORPORATED BY REFERENCE IN THE BASIC IDIQ CONTRACT APPLY TO THIS TASK ORDER, AS APPLICABLE.

I-2 CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of Clause)

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FAR 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 within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 5 years.

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SECTION J LIST OF ATTACHMENTS

Exhibit A - Contract Data Requirements Lists (CDRLS) DD Form 1423

Attachment 1 - Department of Defense Contract Security Classification Specification, DD Form 254

Attachment 2 - NRL Requirements for On-site Contractors

Attachment 3 - Key Personnel

Attachment 4 - Personnel Qualifications

Attachment 5 - Subcontracting Plan

Attachment 6 - Department of Defense Contract Security Classification Specification, DD Form 254

