

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
---	--	--------------------------	----------------------	--

2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 21-Sep-2015	4. REQUISITION/PURCHASE REQ. NO. 1300503118	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00014	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

Office of Naval Research

875 N. Randolph St

Arlington VA 22203-1995

jason.l.myers1@navy.mil 703-696-2099

DCMA Manassas

14501 George Carter Way

Chantilly VA 20151

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) American Technology Solutions International (ATSI) 49 BETHANY WAY Fredericksburg VA 22406		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-11-D-6432-EE04
		10B. DATED (SEE ITEM 13) 04-Jun-2015
CAGE CODE 68PP0	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR 52.217-9 Option to Extend the Term of the Contract
<input type="checkbox"/>	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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 2 of 2	DRAFT
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to incrementally fund [REDACTED].
The Section G Contract Administration Data Section 1.3 has also been update to reflect the revisions to the funding per the incremental funding portion of this modification action.

Funding for CLIN 7000 was increase from [REDACTED]
[REDACTED].

Funding for [REDACTED]
[REDACTED].

For the exercised option [REDACTED].

All other terms and conditions of the task order remain unchanged.

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]
[REDACTED].

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

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

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
-----------	------	----

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 1 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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	R408	Technical and Programmatic Support Services for the ONR SBIR/STTR STP Program. IAW Section C and Attachment 3. (RDT&E)					
700001	R408	Funding Increment (RDT&E)					
700002	R408	Funding Increment in the amount of					
700003	R408	Funding Increment in the amount of					
7100	R408	Technical and Programmatic Support Services for the ONR SBIR/STTR STP Program. IAW Section C and Attachment 3. (RDT&E) Option					
7200	R408	Technical and Programmatic Support Services for the ONR SBIR/STTR STP Program. IAW Section C and Attachment 3. (RDT&E) Option					
7300	R408	Technical and Programmatic Support Services for the ONR SBIR/STTR STP Program. IAW Section C and Attachment 3. (RDT&E) Option					
7400	R408	Technical and Programmatic Support Services for the ONR SBIR/STTR STP Program. IAW Section C and Attachment 3. (RDT&E) Option					
7500	R408	Advanced Planning and outreach for STP Kick-off. 3 month option. IAW Section C and Attachment 3. (RDT&E) Option					

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 2 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7600	R408	Development of the Virtual Transition Marketplace IAW SOW 2.2.6.3. (RDT&E)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R408	Other Direct Costs, Not-To-Exceed CLIN associated with the support services under CLIN 7000. IAW Section C and Attachment 3. (RDT&E)			
900001	R408	Funding Increment (RDT&E)			
900002	R408	Funding Increment in the amount			
9100	R408	Other Direct Costs, Not-To-Exceed CLIN associated with the support services under CLIN 7100. IAW Section C and Attachment 3. (RDT&E) Option			
9200	R408	Other Direct Cost, Not-To-Exceed CLIN associated with support services under CLIN 7200. IAW Section C and Attachment 3. (RDT&E) Option			
9300	R408	Other Direct Cost, Not-To-Exceed CLIN associated with support services under CLIN 7300. IAW Section C and Attachment 3. (RDT&E) Option			
9400	R408	Other Direct Cost, Not-To-Exceed CLIN associated with support services under CLIN 7400. IAW Section C and Attachment 3. (RDT&E) Option			

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 3 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 Background

The Office of Naval Research (ONR) has a requirement to support the Department of Navy (DoN) Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) Transition Program (STP).

This effort is aimed at providing commercialization/transition assistance to all of the DoN's SBIR/STTR Phase II Small Business Concerns (SBCs). The goal of STP is to provide professional business assistance through a structured program so that the SBCs are in the best position to obtain Phase III funding at the end of their Phase II effort. This assistance will include the development of a strategy for transitioning the SBIR or STTR technology into the Fleet, strategic planning assistance, the development of marketing materials such as company brochures and briefing materials, and the holding of a forum in which the small businesses will display and brief their technologies to interested parties. It is envisioned that the assistance to the small businesses will be provided over an 11-month period (the first year of contract award will likely require an accelerated 8-9 month program) starting with a kick-off meeting, which all eligible Phase II companies are required to attend, and culminating with the Department of Navy Forum for SBIR/STTR Transition (FST) to be held as part of the Navy League's Sea, Air, and Space Exposition (SAS Expo). Several meetings will be scheduled during the STP period; but, much of the assistance will be provided via phone calls, webinars, e-mails and the internet. A schedule will be established outlining what and when the participating small businesses are expected to deliver certain agreed upon documents to the Contractor. At each established delivery milestone, the pool of small businesses may decrease as a result of failure to deliver on schedule. Based on participation in 2014, it is estimated that approximately 215 SBCs covering 300 projects (if a SBC is executing multiple eligible projects, each project is counted individually), will register to attend the kick-off meeting, which will be held in the Washington D.C. area. Of the estimated number of SBCs attending the Kick-off approximately 175 SBCs representing 210 projects will subsequently register for, and begin participation in the DoN STP program. It is expected that approximately 190 of these projects, from approximately 150 different small businesses, will be presented at the FST on an annual basis. The Contractor will also be responsible for marketing and other efforts to get highly qualified attendees, from both the government and private sector that have specific interest in the technology and business arrangements that the current cohort of companies has to offer, to attend the FST activities at the SAS Expo. This should include key personnel from the defense industry, acquisition program offices, commercial industry, and the venture capital community. It is estimated that over 1100 people (including the SBC staff) will attend FST activities and that it will be held in the Washington D.C. area during the April timeframe.

2.0 Performance Work Statement

2.1 Objective

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 4 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	-----------------	-------

The objective of this effort is to provide technical and programmatic support for DoN's Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) Transition Program (STP). STP ensures SBCs are prepared to engage in Phase III technology commercialization and transition to the fleet per the SBIR/STTR Re-authorization Act of 2011. STP is designed to increase the number and dollar value of Phase III awards to DoN SBIR/STTR Phase II awardees and increase the number of program developed technologies that transition or commercialize.

2.2 Scope

This section outlines STP program structure to be detailed by the Contractor in their proposal. Providing skilled business consultants and market researchers with knowledge of developing defense transition strategies is paramount to each subsection of the Scope.

2.2.1 STP Kick-Off/Strategic Planning Workshop

The Contractor shall plan, host and prepare materials for a 3-Day Kick-Off/Strategic Planning Workshop in the Washington D.C. area annually in the May/June timeframe (first year may be as late as July due to contract award and venue availability). Each day approximately one-third of the estimated 300 projects small business firms will attend a one-day meeting. In general, each day will focus on Systems Commands' (SYSCOMs) specific projects (e.g. Day one – Naval Air Systems Command (NAVAIR); Day two – Naval Sea Systems Command (NAVSEA); Day three – ONR, Naval Space and Warfare Systems Command (SPAWAR) & Marine Corps Systems Command (MARCOR) and other sponsoring systems commands). The agenda for each day will consist of core briefings and SYSCOM specific briefings. The following provides agenda guidance:

Core Agenda

- A full explanation of the STP.
- Requirements for participation and showcasing at the FST.
- Business and transition assistance the SBCs will be provided during STP.
- Deliverables the SBCs are expected to produce.
- A one-hour meeting with a business counselor to discuss the SBC's technology transition and to decide whether to participate in the STP. It is estimated that up to 20% of the projects may decide not to participate in that year, often reserving the option of participating during the 2nd year of their Phase II.
- Other topics approved by the DoN SBIR/STTR Program Director that would benefit SBIR Phase II Awardees.

SYSCOM Specific Agenda:

- The Contractor will work closely with the SYSCOM SBIR Program Managers, Prime contractors (for the purposes of this document, a Prime is considered the 15 largest defense contractors based on total DoD contract award value), and Program Executive Offices (PEOs) to involve them in the Kick-Off meeting.
- Information on respective DoN SYSCOM programs will be included in the agenda to assist SBCs with technology transition.
- An opportunity to sign-up for ad-hoc discussions with SYSCOM and PEO SBIR program

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 5 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	-----------------	-------

representatives.

The Contractor is responsible for contacting all of the approximately 300 eligible Phase II SBIR and STTR project participants to invite them to the STP Kick-off/Strategic planning workshop, a list of eligible firms will be provided to the Contractor not later than 15 February of each year.

The list will include the firm name, address, point of contact names (business and technical if different), telephone numbers, and project title(s). The Contractor shall be responsible for planning and scheduling all workshop activities, which will include an introduction, STP overview, intellectual property briefing as it pertains to SBIR & STTR, SYSCOM overviews, and several other briefings of particular relevance as recommended by the DoN.

In order to allow sufficient time for program preparation, outreach activities begin in the last two months of each CLIN period and continue into the first month of the subsequent CLIN period. Due to the timing of the FST (April) and the Kick-Off meeting for the next program (May/June), outreach for the Kickoff should begin not later than March of each year. In the Base (first) year of contract award, the incumbent contractor will perform most of the outreach/registration activities to ensure firm attendance at a July STP Kick-off meeting. The Contractor will notify companies of eligibility and provide a method for registration.

The Contract should include the following costs for the workshop with up to 400 attendees (SBC and government): set-up, AV equipment, materials and on-site registration support over the 3 days. No registration fee will be applied towards the costs of the workshop and all costs will be paid for by the DoN under this contract using the labor and ODC lines as appropriate. The DoN will provide a venue for the Contractor.

Estimated Hours 2.2.1

Objective	Hours (total)
STP Kickoff (at event)	
Pre event prep	
Outreach	
Total	

* This effort is different in scope the first year as it will be performed in part by the incumbent contractor and the hours used by the Contractor may be to define/understand the process and best practices for the following period.

2.2.2 Transition Assistance Program

2.2.2.1 Transition Assistance

During the first half (4-7 months) of the STP, the Contractor will work with each SBC to develop all the elements required for preparing the technologies for transition and preparing documents necessary for presentation of their technology at the FST. The Contractor shall assign a business counselor who will work closely with each small business concern throughout this process and provide periodic feedback to the SBCs. The effort to be provided to each small business is

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 6 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	-----------------	-------

expected to vary based on the experience and size of the SBC, the complexities of the project(s), and the transition path; however, no single project is expected to receive more than 100 hours of business consulting effort. On-site visits to review technology developments and plans, as well as discuss transition paths with stakeholders may be required.

The Contractor shall be able to provide the small business with an understanding of the current DoD/DoN RDT&E and procurement environment and develop the best strategy for the firm to transition its technology. The Contractor's counselors and market research team must have a strong understanding of the DoD/DoN's Acquisition, and Programming, Planning, Budgeting and Execution (PPBE) processes along with knowledge of how to transition technology in the defense environment.

To meet the objective of transition support for the activities in this section, the Contractor shall have access to information on transition targeted DoN ACAT I-III Platforms and Systems, as well as related Future Year Defense Plan (FYDP) funding profiles.

All SBCs will participate in the baseline STP effort, which will consist of activities such as:

- Strategic planning to provide clarity of business objectives and funding strategies in transitioning the technology.
- Technical Point of Contact (TPOC) calls to discuss issues related to transition of the technology.
- Market Research Analysis Report prepared for each company which provides information relative to the targeted platform/program and the system/subsystem of interest, an overview of key players within the government and the Contractor community, competitive overview, discussion of budget, and tests and demonstrations.
- Phase III Transition Plan which examines milestones and potential costs, hurdles and risks of development subsequent to completion of Phase II. Note: The Phase III Transition Plan is intended to be shared with Technical Point of Contact (TPOC) and SBIR Managers and serve as a guide to further transition into the Fleet.
- Quad Chart (single sheet providing quick look into program schedule, budget requirements, expected transition information, and technology development level).
- Company Capability Brochure which serves as a marketing tool for the SBC to illustrate company capabilities focused toward the target audience at the FST.
- Narrative Briefing focused on describing the DoN/DoD need, overview of the current technology, and a description of the technology solution being provided by the SBC, highlighting features, advantages, benefits, third-party source information and company overview.
- FST presentation is a Fifteen minute PowerPoint presentation for use by the SBC at the FST to describe current technology status, planned development activities, and technological approach and business capability for providing high value solution to meet DoN needs.

The Contractor will thoroughly review each SBC deliverable and provide detailed feedback. Each document created for/by the SBC, with the intention of being released to the public at the FST (section 2.2.6), will require DoN Public Affairs Office (PAO) approval and Security approval. The DoN SYSCOM, with which the SBC has the Phase II project contract, dictates the PAO that will provide document approval. The Contractor shall have strong knowledge of each DoN SYSCOM PAO approval process and ensure sufficient time and tools (online or other) are

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 7 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	-----------------	-------

provided to facilitate approvals for the release of the **Optional** Virtual Transition Marketplace (VTM) described in section 2.2.6.3.

2.2.2.2 Webinars

The Contractor will deliver a series of one (1) hour webinars (between 15 and 20 total) that address issues of concern to the SBCs and help in preparing the SBCs for the FST, technology transition, working with Primes for DoN platform integration, acquisition structure and understanding the DoD/DoN's flow of funding and documentation. The webinars should include DoN/DoD personnel as appropriate to report programmatic information and/or changes. Topics of the webinars and timing shall be aligned to promote SBC knowledge in-line with likely transition path timelines and typical SBC needs. All webinars shall be advertised to STP participants a minimum of one month prior to offering and made available on-line for later viewing provided there are no copyright/data rights restrictions.

2.2.2.3 Graphics & Displays

The Contractor will offer graphics support to SBCs participating in STP to ensure capability brochures are developed professionally for marketing the technology to the target audience of the FST. In addition, booth displays are a key component of the presentation and success of the SBC and FST. The Contractor will consult and support the development of a minimum acceptable level of display materials at the FST to the extent resources are available (time and funding).

2.2.2.4 Virtual Advanced Transition Workshop (ATW)

Companies that complete the Transition Assistance document deliverables and receive PAO approval are eligible to present at the FST. The purpose of the virtual ATW is to focus these SBCs on the second half of the program and to get them to commit to the preparations associated with successful presentation at the FST.

The Contractor shall host six virtual ATWs (generally over a 3 day period), each two hours in length (minimum), in the January/February timeframe, for approximately 210 projects. This workshop shall be virtual and have the ability to disseminate all information necessary for the SBC's to prepare for the FST. SBCs are expected to attend the FST with marketing products such as a quad chart, capability brochure, technology abstract, narrative briefing and display booth.

Estimated Hours for Objectives 2.2.2 .1 – 2.2.2.4

Objective	Hours (total)
Transition Assistance	
Business Consulting	

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 8 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Market Research	
PAO Approval	
Webinars	
Graphic Design	
Virtual ATW	
Total	

2.2.3 Customized Services and Enhanced Options

Every company initially participates in the Transition Assistance efforts (section 2.2.2.1) during the first half of the STP program. During the second half of the program eligible companies may receive enhanced services, contingent upon completion of (acceptable) documents earlier than program deadlines, availability of funding, and an assessment of portfolio needs by the STP Contractor, TPOC, and SYSCOM SBIR PM. Due to time constraints, enhanced services may be very limited in the first year of the program.

During the second half of the program, customized services and enhanced options are provided to companies completing all FST participation requirements on a first come first serve basis (to the extent funding is available). These options may include but are not limited to things such as individual project or SBC risk management assessments, assistance in determining/verifying Technology Readiness Levels (TRLs) or Manufacturing Readiness Levels (MRLs), assistance in the development or review of manufacturing or test plans, or providing additional support related to alternative product uses. Enhanced options may be provided by business consultants, market researchers, systems engineers or other Subject Matter Experts (SMEs) as appropriate. In no case, shall any single SBC receive support that exceeds more than 60 man-hours of additional support under the enhanced option without specific approval from the DoN SBIR/STTR Director or his/her designee. The Contractor shall have knowledge of the Systems Engineering process and the attributes of each participating technology area (e.g. Command, Control, Communications, and Computing (C4), Intelligence Surveillance and Reconnaissance, logistics, Air & Sea Warfare, Information Technology, weapon systems, etc.), necessary to advance Technology Readiness Levels (TRL) and transition to DoN acquisition programs. The Contractor will understand testing necessary to transition an SBC technology from the SBIR/STTR programs into a Program of Record (PoR) and/or a Prime contractor's system or subsystem. This includes specific test requirements for technology acceptance of the particular platform or system of transition (e.g. DT&E and OT&E requirements, environmental test requirements, software testing requirements, certification and qualification requirements, etc.). The Contractor will recommend and foster inclusion of the technology in upcoming Navy, Marine Corp or Prime test/demonstration activities (e.g. Trident Warrior, Bold Alligator, Open Architecture Testing) and help the company prepare for necessary test and evaluation events identified in the Market Research Analysis Report, if applicable.

Estimated Hours for Objectives 2.2.3

Objective	Hours (total)
-----------	---------------

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 9 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Enhanced Options	
Alternative Use Research	
Total	

2.2.4 Reserved

2.2.5 Marketing of Programmatic Success

The Contractor shall provide additional support to the DoN SBIR/STTR Program Office to further the purpose of the STP (e.g. responding to programmatic inquiries, developing program briefings, and providing data/statistics). Most printing requirements will be processed by the Government Printing Office (GPO). For all printed marketing/outreach materials, the Contractor will need to provide data files suitable for digital printing in sufficient time to allow Government Printing Office (GPO) cost estimates, proof evaluation, printing and delivery; depending on media and quantity required, the time required for processing data files and printing can be up to 60 days in advance of required delivery. Should urgent and time sensitive print materials be required for mission essential activities, the Contractor shall notify the COR for non-GPO printing approval. Schedules should be arranged to avoid the need for urgent printing requests.

2.2.5.1 Success Stories

The Contractor shall work with SBIR/STTR companies to obtain, format and distribute information on successful technology transitions. This will require obtaining information on high value Phase III awards (e.g. greater than SBIR/STTR program funds investment in combined commercial and government sales, use that results in documented government savings greater than SBIR/STTR program funds investment, use/development that results in improved safety where there is a documented risk of injury/death to human life, or insertion/fielding into a DoN program of record or other government system) and working with the respective companies, DoN SYSCOM, and the DoN SBIR/STTR program office to document and promote programmatic success within the DoN, DoD, and private industry. Success stories will be used for answering inquiries on programmatic success. Therefore, suggestions of innovative marketing strategies to display and relay SBIR/STTR success stories and promote DoN SBIR/STTR program success are requested.

There will be an average of twenty-four (24) success stories highlighted annually. The Contractor is responsible for the update, layout and technical writing of the stories. The website, search database and other media outlets should be used to disseminate this information, but DoN is also open to innovative marketing strategies to promulgate this information.

2.2.5.2 Transitions Newsletter and Reports

The Contractor will be responsible for developing a newsletter called "Transitions" in order to announce major upcoming events (e.g. SYSCOM, Prime, and Industry outreach/partnership events/information; major testing exercises; processes for registering for participation in

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 10 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

technology demonstration events); further the understanding of best practices being developed by the DoN SBIR program managers, Technical Points of Contact (TPOC), Primes, and SBCs; and provide information on program activities and results . This includes drafting the stories, design layout, printing, and distributing the newsletter 3-4 times annually.

Distributions shall be conducted electronically. The audience shall consist of small businesses, Prime contractors, government technology and acquisition officers, and legislators. Each distribution may require printing a minimal number of newsletters (100-200 copies) for SBIR/STTR marketing and awareness purposes and must therefore consist of a layout effective for this purpose.

2.2.5.3 Video Documentation of Case Studies and STP Success

The Contractor shall work with the SBIR/STTR companies to document business model case studies and success of STP participants. This will require identifying companies that have successfully taken action to transition their technology through direct sales, licensing, equity investing, partnering, and acquisitions, to name a few, so other current and future STP participants can learn, evaluate and adapt successful practices of other small businesses. There will be an average of three (3) videos each year. The Contractor is responsible for the documentation, scripting, editing, and promulgation of these educational works.

Estimated Hours for Objective 2.2.5.1 – 2.2.5.3

Objective	Hours (total)
Marketing of Programmatic Success	
Success Stories	
Transitions Newsletter	
Video Documentation	
Total	

2.2.6 DoN Fourm for SBIR/STTR Transition

2.2.6.1 Sponsor Coordination

The DoN will identify a sponsor (partner) to host the FST for the length of the contract. The Government anticipates this sponsor to be the Navy League. The Contractor will work with this partner to coordinate all activities necessary for a successful event, leveraging expertise from both sides to the most effective use of resources. The partner along with the DoN SBIR program office will coordinate an agreement that allows for the inclusion of space/facilities for the FST along with coordination of what activities will be the responsibility of the partner without charge. It is the Contractor's responsibility to coordinate with the partner a program of activities that maximizes the effects of joint partnership at the event, improves the likelihood of attendance by Primes/PEOs/SYSCOM and other potential transition agents at FST activities (briefings, exhibits, and one-on-one meetings), and otherwise serves to highlight the potential/success of the DoN SBIR/STTR programs. The DoN may determine that a particular effort may be enhanced by modification of a change to its sponsorship agreement with the sponsor or contrarily a proposed

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 11 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

effort is not cost effective; to that end, the Contractor must keep the COR apprised of its discussions with the partner.

It is anticipated that other direct costs (ODCs) will be a significant portion of the annual allotment to support the FST in order to retain a “no fee” registration for the SBCs and other attendees. The ODCs for the FST event may include but are not limited to non-SBC travel, shipping fees, equipment rental, and conference site fees for services related to: electrical use, internet access, handling and storage of materials and equipment, and security. As the exact amount for individual items may not be able to be estimated with certainty in advance, the contractor is required to request approval for any item over [REDACTED]. When requesting approval of the Contracting Officer’s Representative (COR) to exceed the ODC amount of [REDACTED] for any item, the Contractor must provide an estimated amount by item, to the best of their knowledge at the time of request and provide an update as soon as possible with a new estimate if the amount is to be exceeded. Only in rare circumstances should the COR be notified after all costs have been incurred that the final amount exceeds the estimated amount approved.

2.2.6.2 DoN Forum for SBIR/STTR Transition (FST)

The Contractor and the DoN SBIR Program Office will select approximately 190 projects each year to participate in the FST, held annually in the Washington D.C. area. All participating projects will develop a 15-20 minute technical (defense use) presentation to provide at the FST. The presentation will contain only information approved for public release and non-proprietary company information.

The Contractor will initiate a very aggressive campaign to identify appropriate business/commercialization partners for the technologies these SBCs have developed. **The Contractor shall demonstrate an understanding of the communities appropriate for participation at the FST.** It is expected that the Contractor will make every effort to solicit the appropriate attendance of Primes, private sector, defense and other investment communities as well as subject matter experts (SMEs), technical warrant holders, technology officers, PoR Program Managers, senior executives, and Acquisition Program managers. Suggestions for outreach include an extensive marketing and outreach campaign via phone calls, mailings, advertisements in appropriate journals, emails, posters, postcards, etc. The Contractor shall propose the recommended methodology.

The Contract should include the following costs for the FST: set-up, security, signage, AV equipment, and on-site registration support and exhibit set-up for approximately 150 booths. No registration fee will be collected by the Contractor under this contract. Costs for booths and FST presenters to attend the event (including the SAS Expo) will be negotiated as part of the sponsorship agreement between the DoN and the Navy League. Payments for these costs may be made either directly by the DoN or by the Contractor (under ODCs) as determined during negotiations of the sponsorship agreement. The Contractor will need to work with the host organization to develop a FST registration site and ways to increase the probability those that register will attend FST activities along with ensuring registrants for briefings and one-on-one

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 12 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

meetings meet the minimum requirements for the audience targeted for this event (e.g. Prime contractors, acquisition community members, and presenting SBCs). Display booths and potential transitional technology exhibits are open to all SAS Expo attendees including businesses of all sizes, and the government, legislative, media and venture capital communities. Immediately before the FST there will be a presentation workshop in which the business consultants work with the companies on the delivery of their technical presentation and how to get the most out of the FST, including meetings that will be held with attendees.

During the FST, business consultants play multiple roles to assure the smooth functioning of presentations, one-on-one meetings, exhibit hall, speakers, and information distribution. Sufficient support staff must be available to assure that all attendees pass through registration in less than a minute. Information tools must be readily accessible to assure that one-on-one meeting schedules and SBC locations/briefings times are always available.

2.2.6.3 Virtual Transition Marketplace (VTM) Optional Task

[REDACTED] Attendees of the FST shall have the ability to search the database-filtering by technology, application, and DoN SYSCOM at minimum-to determine technology applicability. The database will provide SBC contact information for further due diligence by acquisition officers and Prime contractors. Marketing, ease of use and usage volume of the VTM (specifically to feed into one-on-one meetings described in section 2.2.6.4) is the primary responsibility of the Contractor. All documents posted to the VTM shall be labeled Distribution A IAW Attachment 3 and receive Public Affairs and Security release prior to posting. The Contractor must also document public release approval from the participating small businesses. Public release approval should ensure that no proprietary company information is contained within the documents and the contractor and Government have use rights to any images or text.

Upon notification of the Government's intent to exercise this optional task, the contractor shall provide the contracting officer and the contracting officer representative a proposed approach for the VTM and a detailed breakdown of costs associated with this approach. [REDACTED]

*The 75 hours that remain for this task are for the purposes of data entry into the VTM only and are not to be used for development of the system itself.

2.2.6.4 One-on-One Meetings

The Contractor will provide a mechanism for scheduling one-on-one meetings, at the FST, for acquisition professionals and Prime contractors to discuss technology transition with the SBCs. It is expected the Contractor will propose a format for these meetings. Historically, one-on-one meetings have been 15-20 minutes for transition discovery discussions. The one-on-one meetings are initiated by the Prime or acquisition officers and may incorporate subject matter experts (SME), business development manager, and/or small business technology coordinator.

The Contractor is responsible for ensuring promulgation of meeting options and meeting request protocol to the target audience that is interested in transitioning the showcased technologies. The

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 13 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

Contractor is also responsible for ensuring the VTM, and phone/email conversations are used as a precursor to one-on-one meetings.

It is anticipated that between 400 and 600 individual meetings will be scheduled at the FST. It is the Contractor's responsibility to assure meeting schedule and notifications are prepared prior to the event. Meeting no-shows are very undesirable.

2.2.6.5 Speakers

The Contractor is responsible for scheduling and coordinating keynote speakers and panel members for the FST. Speakers invitations will be sent by the DoN for all government speakers. Non Government speaker invitations will be sent by the contractor after Government approval. Speakers will be SES/flag level from the DoN and DoD, and/or senior executives from DoD Prime contractors, depending on desired topic discussion determined by the DoN SBIR/STTR program office. The Contractor must demonstrate the ability to secure and handle speakers at this senior level.

2.2.6.6 Video Documentation of FST Speakers and Panels

The Contractor shall provide video recording services for the speaker and panel presentations made during the FST. The Contractor is responsible for obtaining prior to the FST any necessary waivers for both recording the events and providing public dissemination of the recordings after the event. In addition, the Contractor shall work with the ONR PAO office and the event co-sponsor (if applicable), to ensure outreach to appropriate local and national press/media outlets to promote the availability of FST video of speakers/panelists. A digital copy of the FST video recording of speakers/panelists shall be provided to the DoN suitable for website posting.

Estimated Hours for Objective 2.2.6.1 – 2.2.6.6

Objective	Hours (total)
FST Sponsor Coordination	
Navy Transition and Commercialization Partnership	
Virtual Transition Marketplace	
One-on-one meetings	
Speakers	
Video Documentation	
Total	

***The 75 hours that remain for this task are for the purposes of data entry into the VTM only and are not to be used for development of the system itself.**

2.3 Technical Tasks/Requirements

2.3.1 Program Management

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 14 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

Given the size and complexity of this program it is assumed that the Contractor's program manager will dedicate at least 50% of his/her time (annually) on this project. The program manager is responsible for quality control during the administration of the program, cost containment, programmatic communication with all stakeholders, currency of materials used in the program, and a consistent marketing message for the STP. Administrative support staff may be responsible for interaction with the conference venues (not including partner coordination, see section 2.2.6.1) associated with the two events (STP Kick-off and FST), arranging for one-on-one meetings, presenter registrations, support with data analysis, and assistance with troubleshooting.

The Contractor shall have regularly scheduled teleconference meetings with the Contracting Officer's Representative (COR). Quarterly program reviews will be held at the ONR office in Arlington, Virginia. SYSCOM program updates will be held no less often than once every 3 months during the 9 months following the STP Kick-off. During the SYSCOM meetings, the Contractor's SYSCOM Liaisons will provide a status on the program and address issues regarding participation of their companies in the STP program. Visits to the SYSCOMS may be substituted for monthly/quarterly meetings if approved by the COR. Other communication supplements may be added.

2.3.2 SYSCOM and Prime Liaisons

The Contractor will assign a single point of contact (liaison) to each major participating SYSCOM (ONR, NAVAIR, NAVSEA, SPAWAR and MARCOR) and targeted Prime contractor in order to support initiatives to increase efficiencies in assisting small businesses to successfully transition SBIR/STTR developed technologies. This includes maximizing the Prime's participation in one-on-one meetings and other interactions with SBCs at the FST and due diligence leading up to the event.

The Contractor will work with Prime contractors to determine how the SBIR/STTR programs and STP can best address their needs. The goal is to create strong contacts within the prime communities that are knowledgeable on the SBIR/STTR programs and will be the source for long-term strategic partnerships with DoN SBIR/STTR SBCs. The Contractor needs to develop these relationships across Primes and mature those that are in place so that the DoN SBIR/STTR program management office can have a continuous relationship that goes beyond the FST and helps to have strong Prime support at future FSTs.

The Contractor will also work to develop tools that will help the small business and prime contractors efficiently develop new partnerships and transition SBIR/STTR developed technologies. This will include educational tools and boiler plate documents, such as those used for non-disclosure and IP, that will help reduce the time and cost for these two parties to develop contractual relationships. The Contractor must also be an expert in the use of the www.navybirsearch.com tool and may provide additional online tools to allow simplified technology evaluation by the Primes and data exchange with DoN SBIR/STTR Program Managers. The Contractor should also work to develop tools and strategies useful to the DoN Requirements (OPNAV) and acquisition offices in increasing the efficiency with which SBIR &

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 15 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

STTR firms develop transitional program and budget plans. These tools should be focused on alignment of DoN SBIR/STTR SBC efforts with Naval requirements and acquisition offices in a way that helps facilitate the transition of the developed technology.

The Contractor shall have quarterly meetings with the SYSCOM SBIR Program Managers. During these meetings the Contractor will provide a status on the program and address issues regarding the status of their companies. As appropriate, other communication supplements may be added. The Contractor may also provide annual TPOC training (focused on how the deliverables from the STP can assist them in their work) and access to materials resulting from STP.

The SYSCOM and prime liaison activities will likely include travel to each site (Virtual Teleconference (VTC) and other electronic means is encouraged when appropriate), and necessary training, as well as interaction with PEOs associated with each SYSCOM. Also included are preparatory time, meeting time, as well as debriefings. The SBIR liaison is responsible for working through issues that may arise during the PAO review process (sec 2.2.2.1).

2.3.3 Follow-Up Data Collection

In the month following the FST, the Contractor shall collect follow-up data from both attendees and presenting firms. The targeted response rate is 85%. Data should be analyzed to assess the volume, quality, status of new business leads acquired by this program, dollar amount of any follow on awards, and sources of this funding, compiling the data by SYSCOM/PEO and against level of company maturity. Data from one-on-one meetings will also be collected, analyzed, and shared with Prime contractors, as appropriate. All reports will be provided to the COR.

Estimated Hours for Objective 2.3.1 - 2.3.3

Objective	Hours (total)
Program Management	
SYSCOM/Prime Liaisons	
Follow up Data Collection	
Total	

* The hours associated with tasks being performed under Program Management by the Program Manager, analysts, and administrative support staff (other than overall program oversight and management reporting) may appear in the hours estimated for other tasks.

2.4 Reports Data and Other Deliverables

2.4.1 Monthly Progress and Status Reports

The Contractor shall provide monthly progress and financial status reports to the COR and the Contracting Officer/Specialist. For this report, monthly technical progress can be provided in contractor format (subject to COR approval). The financial status portion of the monthly report

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 16 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

shall be provided in the format and with the required information found on the Contractor Monthly Financial Status Report Template found at the following site: <http://www.onr.navy.mil/Contracts-Grants/manage-contract.aspx>. 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 contract/task order) and the Contractor will be notified that an updated version shall be used for future submissions. The monthly financial status report requires the information to be provided as indicated in the Contractor Monthly Financial Status Report Template.

2.4.2 Ad Hoc Reports/Presentations

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

2.4.3 Quality Control Plan (QCP)

The Contractor shall provide a quality control plan to the COR within 60 days after contract award. This report shall define policies and procedures for managing productivity, quality and cost control. The Contractor shall incorporate COR recommendations in developing the format/content of this report. The QCP shall be observed throughout the contract period. If deficiencies occur (i.e. performance falls below objective levels), then the Contractor shall include the deficiency in the Contractor's monthly status report along with a corrective action plan. Once a corrective action plan is approved by the COR, the Contractor shall continue to report the deficiency and status of corrective actions until the issue has been resolved.

2.4.4 Master Schedule

The Contractor shall provide a 12-month overarching program Plan of Actions & Milestones (POA&M). The POA&M will include a work breakdown structure to include areas such as FST partner event coordination, preliminary preparation, hotel preparation, website preparation, pre-FST mailings, communications & outreach, promotions, FST materiel preparation, pre-FST SBC preparation, and STP Kickoff preparation. The Contractor may propose these or other areas, but specific sub-tasks and detail in POA&M is desirable. The master schedule shall be maintained with status updates for milestones throughout the contract period.

2.4.5 Enterprise-Wide Contractor Manpower Reporting Application (ECMRA) Reports

The Contractor shall report ALL direct charge contract labor hours (including subcontractor labor hours) required for the performance of services provided under this contract to the ONR 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

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 17 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

NOTE: To the extent any software tools are developed under this contract, the Contractor agrees to provide a fully functional copy of the tool (i.e. software if a developmental item, user's guide if any, and all accumulated data (if collected as part of the tool)) to the government at the end of the contract along with government purpose rights for continued use. The Contractor also agrees to provide a copy of any/all database information collected as part of the performance of this contract in the managed electronic format (e.g. Microsoft ACCESS, SQL or other relational database format) including field names/descriptors.

Estimated Hours for Objective 2.4.1 - 2.4.5.

Objective	Hours (total)
Monthly Progress/Status Reports	
Ad Hoc Reports/Presentations	
Quality Control Plan	
Master Schedule	
ECMRA Reports	
Total	

3.0 Personnel Requirements

3.1 Personnel Qualifications

The Contractor shall provide qualified personnel to manage and execute all aspects of the statement of work. All personnel must be thoroughly familiar and proficient in the use of commercial software packages such as Microsoft Word, Project, Excel and PowerPoint, and have a demonstrated ability to foster a team environment, that adheres to a rigorous schedule and is collaborative in the development of work products.

Note: Due to ITAR restrictions on some projects, all Key Personnel must be United States Citizens and may not hold dual citizenship in countries on the ITAR restricted Access List.

The following skill sets are anticipated to support the tasks:

3.1.1 Program Manager (PM)

The candidate is required to:

- Possess either (1) a Master's degree from an accredited college or university (MBA preferred) and 15+ years of experience in program management or (2) a Bachelor's degree and 19+ years of experience in program management.
- The PM shall demonstrative skills in managing customer requirements, strategic management, business counseling, and conference coordination. The PM shall have proven success in managing

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 18 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

high dollar value (>\$1 million) programs providing technical and administrative support.

The candidate should:

- Demonstrate experience in DoN technology transition; DoN acquisition and PPBE processes; business and market planning; the rules and the statutes/regulations applicable to the SBIR/STTR programs are highly valued.

3.1.2 Business Consultant

Business Consultants are expected to size markets; determine the degree of customer interest; conduct strengths, weaknesses, opportunities, and threat (SWOT) analyses; and recommend transition strategies within the DoN, other military services, and the commercial sectors as appropriate. Business Consultants help SBCs address roadblocks and serve as a respected and effective transition agent

The candidate is required to:

- Possess either (1) a high school diploma plus at least 20 years of relevant work experience or (2) a bachelor's degree plus at least 7 years relevant work experience.
- Business Consultants shall be familiar with dual use applications of defense technologies and the DON's Acquisition Programming, Planning, Budgetings and Execution (PPBE) Process.

The candidate should:

- Demonstrate Defense Acquisition University (DAU) course work in program management and the management of science and technology (such as ACQ 101 and 201)
- Demonstrate recent PPBE experience

3.1.3 Market Researcher

The candidate is required to:

- Possess either (1) a high school degree plus 7 years of relevant experience or (2) a bachelor's degree
- Demonstrate capability to investigate potential markets for a product and prepare professional written reports that incorporate this research

The candidate should:

- Demonstrated experience in working with the Defense and the high technology community in preparing marketing analyses
- Possess a Master's degree or other relevant MS level work

3.1.4 Analyst

Analysts may serve as a task leader on specific projects.

The candidate is required to:

- Possess either (1) a bachelor's degree or (2) a high school diploma plus 7 years of relevant work experience

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 19 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

- Demonstrate experience in various aspects of data analysis, project supervision, business development and supervisor/project leadership.
- Demonstrate capability of performing most aspects of project management, have a background/understanding of scientific principles; ability to apply outstanding analytical skills; perform project coordination; provide marketing support with good business and communication skills.

3.1.5 Subject Matter Experts (SMEs)

SME's may be used to provide specific advice on a particular issue or to provide more generalized information as part of a presentation.

The candidate is required to:

- Possess a Bachelor's degree plus 10 years of relevant work experience
- Demonstrate expert knowledge on particular matters of interest (e.g. Systems Engineering, Technology Risk Assessments, Manufacturing Planning, Intellectual Property, and export controls).

3.1.5.1 Intellectual Property (IP) SME

This IP expert will provide expert advice to SBCs and attendees through presentations at the STP Kick-off and FST, and will generate and maintain non-disclosure and IP boilerplate agreements. Expert advice includes information regarding SBIR data rights, contract law, FAR, DFARS, and implications for appropriate business models such as teaming, licensing, subcontracting, and technology acquisition.

The candidate is required to:

- Possess a Juris Doctorate degree plus 10 years of relevant work experience
- Demonstrate experience and specific knowledge of SBIR & STTR statutes.

3.1.6 Programmers

Programmers develop and refine tools to increase program efficiencies of STP activities and SBC technology development and transition.

The candidate is required to:

- Demonstrate either (1) 3 years direct "hands-on" experience in a business or operations environment or (2) 2 years direct "hands-on" experience in a business or operations environment and certification courses and classroom training completed with acceptable scores.
- Demonstrate experience with the use of programs or protocols for design and use of relational databases, creation and maintenance of websites, creation and maintenance of professional quality multi-media presentations (print, web, audio/video, graphical and digital).

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 20 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.1.7 Graphic Artists

Responsibilities include design of print media and marketing materials, and design of web-based user interfaces, landing pages, and banner ads. Graphic artists work collaboratively with programmers.

The candidate is required to:

- Possess either (1) a high school degree and 5 years of experience using Photoshop, Illustrator, JavaScripts and Action Script or (2) a Bachelor's degree and 3 years of experience using Photoshop, Illustrator, JavaScripts and Action Script
- Demonstrate experience with print and web-based design.

3.1.8 Administrative Support Staff

Administrative support staff perform numerous activities across several varied disciplines. They provide computer support ranging from data entry to presentation preparation and document review.

The candidate is required to:

- Possess a working knowledge of the Contractor's business systems and operations
- Demonstrate ability to support day-to-day routine functions such as scheduling, maintaining files and contacts, creating forms and documents, collecting information for meetings and reports

The candidate should:

- Demonstrate experience supporting various areas of expertise required under this contract (e.g. supporting large events, maintaining large populations of data, preparing executive level correspondence and preparing Government contract documents and reports).

3.2 Key Personnel

The Program Manager, Business Consultant and Market Researcher positions are currently designated as key personnel. To the extent the Contractor assigns critical functions (e.g. execution of the SAS Expo partnership agreement, STP Kick-off and FST responsibility) to other personnel as part of its staffing approach, additional personnel may be designated as key personnel. **Note: Due to ITAR restrictions on some projects, all Key Personnel must be United States Citizens and may not hold dual citizenship in countries on the ITAR restricted Access List.**

3.3. Option Period V: A three (3) month option for support of some advanced planning and outreach for the subsequent year's STP Kick-off (this can occur in the 4th option year or earlier if an option to extend the contract will not be exercised). The 3 month STP Kick-off option may be exercised at any time during the final 3 months of a contract period; however, the option may not extend the contract for an additional period that would result in the total contract period exceeding 60 months (i.e. it could not be exercised less than 3 months prior to the end of Option

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 21 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

IV unless the performance period was accelerated/reduced).

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 22 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

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

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 23 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 24 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

7000	6/4/2015 - 6/3/2016
7600	9/21/2015 - 6/20/2016
9000	6/4/2015 - 6/3/2016

CLIN - DELIVERIES OR PERFORMANCE

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

7000	6/4/2015 - 6/3/2016
7600	9/21/2015 - 6/20/2016
9000	6/4/2015 - 6/3/2016

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

7100	6/4/2016 - 6/3/2017
7200	6/4/2017 - 6/3/2018
7300	6/4/2018 - 6/3/2019
7400	6/4/2019 - 6/3/2020
7500	2/1/2020 - 5/1/2020
9100	6/4/2016 - 6/3/2017
9200	6/4/2017 - 6/3/2018
9300	6/4/2018 - 6/3/2019
9400	6/4/2019 - 6/3/2020

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

Place of Performance: Work will be performed off-site at the Contractor's place of business.

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 25 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

1.0 PAYMENT AND INVOICE INSTRUCTIONS (COST REIMBURSEMENT)

1.1 DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions.

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012) (a) Definitions. As used in this clause—
“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

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

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

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

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

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

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

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

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

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

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

Cost Voucher

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

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

Destination/Destination

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

Routing Data Table*

Field Name in WAWF

Data to be entered in WAWF

Pay Official DoDAAC

HQ0338

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 26 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

Issue By DoDAAC N00014

Admin DoDAAC S2404A

Inspect By DoDAAC

Ship To Code

Ship From Code

Mark For Code

Service Approver (DoDAAC) S2404A

Service Acceptor (DoDAAC)

Accept at Other DoDAAC

LPO DoDAAC

DCAA Auditor DoDAAC HAA722

Other DoDAAC(s)

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

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.
Not applicable

(g) WAWF point of contact.

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

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

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

1.2 Payment of Allowable Costs and Fixed Fee

As consideration for the proper performance of the work and services required under this contract, the Contractor shall be paid as follows

(a) Costs, as provided for under the contract clause entitled "Allowable Cost and Payment," shall not exceed the amount set forth as "Estimated Cost" in Section B, and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever is applicable.

(b) A fixed fee, in the amount set forth as 'Fixed Fee' in Section B, in accordance with the contract clause FAR 52.216-8 "Fixed Fee", shall be paid upon completion of the work and services required under this contract and upon final acceptance by the Contracting Officer. However, the Contractor, may bill on each voucher the amount of the fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost not to exceed the amount set forth as "Fixed Fee" in Section B. The total fixed fee billed, shall not exceed the total fixed

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 27 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

fee specified in Section B and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever applies.

(c) In accordance with FAR 52.216-8, "Fixed Fee", the Administrative Contracting Officer (ACO), in order to protect the Government's interest, shall withhold 10% of the fixed fee amount set forth in Section B or until a reserve is set aside in the amount of [REDACTED], whichever is less. The fixed fee withhold should be applied to each voucher. The ACO shall release the withhold in accordance with the provisions of FAR 52.216-8.

1.3 Allotment of Funds (to be completed at time of award)

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

(b) It is hereby understood and agreed that CLIN 7000 will not exceed a total amount of [REDACTED] including an estimated cost of \$ [REDACTED] a fixed fee of [REDACTED]. **The total amount presently available for payment and allotted to CLIN 7000 of this contract is [REDACTED], including an estimated cost of [REDACTED] and a fixed fee of [REDACTED]. It is estimated that the amount allotted of [REDACTED] will cover the period from date of award through approximately 10 months.**

(c) It is hereby understood and agreed that CLIN 9000 will not exceed a total amount of [REDACTED] including an estimated cost of [REDACTED] and a fixed fee of [REDACTED]. **The total amount presently available for payment and allotted to CLIN 9000 of this contract is [REDACTED] including an estimated cost of [REDACTED] and a fixed fee of \$0. It is estimated that the amount allotted of [REDACTED] will cover the period from date of award through approximately 6 months.**

(d) **It is hereby understood and agreed that CLIN 7600 will not exceed a total amount of [REDACTED]. The total amount presently available for payment and allotted to CLIN 7600 of this contract is the full amount of [REDACTED]**

2.0 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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

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

3.0 ORDER DETAILS

3.1 Other Direct Costs (ODCs)

ODCs (including supplies, travel, NMCI Seats, etc.) will be reimbursed at cost plus G&A without profit or fee. Purchases of items (other than consumable materials or supplies) exceeding [REDACTED] and all travel must be approved in advance by the Contracting Officer's Representative (COR). Any travel with an airfare cost exceeding [REDACTED] must be approved in advance by the Procuring Contracting Office. The purchase of any computer or magnetic media (i.e.hard drives, flash drives) must be approved by the COR prior to purchase. Per Navy Telecommunication Directive 03-11, ANY such device connected to the Navy Marine Corps Intranet Network shall be turned over to Government for disposal at the end of contract performance. To prevent forfeit of ownership, the contractor should NOT connect any privately-owned device to a Government network.

Forfeit of ownership per Navy Telecommunication Directive 03-11 shall not, however, grant the Government any rights, title, or interest in any intellectual property embodied within a forfeited device. Nor shall a forfeit of ownership alter any responsibility that the Government may have to prevent unauthorized use, release, or disclosure of proprietary information that may be embodied within a forfeited device. At this time, the specific ODC items cannot be identified; however the ODC and Travel cost total cannot exceed the annual Not-to-Exceed (NTE) amount as specified below for each CLIN (if included in the resulting award):

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 28 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

CLIN Annual Amount for each ODC CLIN

9000	
9100	
9200	
9300	
9400	

These NTE amounts should be proposed and included as part of the cost total (inclusive of G&A, but without profit or fee) in every proposal submitted under this solicitation.

3.1.1 Travel and Per Diem

Travel will be required to support this Statement of Work. In accordance with the contract requirements, direct costs associated with the Contractor's travel should not exceed the applicable rates found in the Joint Travel Regulations (JTR). All travel arrangements under the Contractor's responsibility include: clearance requests, hotel accommodations, travel orders, and visa/passport requirements, unless otherwise stated by the Government sponsor. The contractor shall make every effort to make all travel arrangements at least 21 days in advance. Travel may be CONUS or OCONUS. The COR will provide further guidance during the period of performance.

3.1.2 Parking and Local Transportation

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

3.1.3 Printing and High Speed High Volume Duplicating

Printing and High Speed Volume Duplicating will be conducted by the Government Printing Office (GPO). For all printed marketing/outreach materials, the Contractor will need to provide data files suitable for digital printing in sufficient time to allow Government Printing Office (GPO) cost estimates, proof evaluation, printing and delivery; depending on media and quantity required, the time required for processing data files and printing can be up to 60 days in advance of required delivery. Should urgent and time sensitive print materials be required for mission essential activities, the Contractor shall notify the COR for non-GPO printing approval. Schedules should be arranged to avoid the need for urgent printing requests.

3.1.4 Food

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

3.2 Government Furnished Resources (GFR)

The Government will provide information, material and forms unique to the Government for supporting the task. The Government furnished resources necessary to perform the performance work statement should be identified and requested through the designated Contracting Officer's Representative (COR).

The availability of any required computer resources while working on Government facilities should be verified in advance with the designated Contracting Officer's Representative (COR).

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 29 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

Contractors are required to furnish all property necessary to perform on Government contracts or orders. The purchase of computer equipment should not be proposed as a direct charge under this solicitation. For security purposes, computers may be required to be authorized and approved for use by ONR. Contractors will be required to obtain Navy Marine Corps Intranet (NMCI) seats to perform the Task Order Performance Work Statement. During the performance of the Order, if either party (Government or Contractor) identifies additional NMCI seat requirements for the Contractor to obtain an NMCI seat to perform its duties, ONR officials will work with the Contractor to obtain an NMCI seat in a timely manner and, if necessary, will pursue a mutually satisfactory agreement in regards to any formal modifications or changes to the dollar values of the Order as a result of the emerging NMCI requirements. General information regarding NMCI can be obtained at: <http://www.nmcieds.com/index.asp>.

3.3 Security Requirements and Data Protection

- a) Privacy Act. All Contractor personnel assigned to this task will have access to information that may be subject to the Privacy Act of 1974. The Contractor is required to ensure the proper safeguarding of such information to prevent unauthorized release.
- c) Nondisclosure Agreement. In the course of its work, each employee of the selected Contractor will be required to execute a Nondisclosure Agreement (NDA) (Attachment 1) as outlined in Section L of this solicitation.

3.4 Organizational Conflict of Interest (OCI)

3.4.1 Limitations on Providing Support Services

All Offerors and proposed subcontractors must affirm whether they are conducting Research and Development efforts funded by the Office of Naval Research through an active contract or subcontract. All affirmations must identify ONR's Technical Point of Contact and identify the prime contract numbers. Affirmations shall be furnished at the time of proposal submission. All facts relevant to the existence or potential existence of organizational conflicts of interest (FAR 9.5) must be disclosed. The disclosure shall include a description of the action the offeror has taken or proposes to take to avoid, neutralize, or mitigate such conflict. This information shall be included with Volume III (Cost/Price) either as its own a separate attachment, within the Volume III cover page or any other document (except Attachment Number 5: Cost Proposal Spreadsheet) submitted with Volume III that has cost narrative. In accordance with FAR 9.503 and without prior approval, a contractor cannot simultaneously be a SETA and a research and development performer. Proposals that fail to fully disclose potential conflicts of interests or do not have acceptable plans to mitigate identified conflicts will be rejected without technical evaluation and withdrawn from further consideration for award. If a prospective offeror believes that any conflict of interest exists or may exist (whether organizational or otherwise), the offeror should promptly raise the issue with ONR by sending his/her contact information and a summary of the potential conflict by e-mail to the Contracting Office identified in the solicitation before time and effort are expended in preparing a proposal and mitigation plan. If, in the sole opinion of the Contracting Officer after full consideration of the circumstances, any conflict situation cannot be effectively avoided or mitigated, the proposal may be rejected without technical evaluation and withdrawn from further consideration for award. Additional information regarding ONR's guidelines on OCI can be found at <http://www.onr.navy.mil/en/About-ONR/compliance-protections/Organizational-Conflicts-Interest.aspx>.

3.4.2 Safeguarding Information

The parties acknowledge that, during performance of the contract resulting from this Order solicitation, the Contractor may require access to certain proprietary and confidential information (whether in its original or derived form) submitted to or produced by the Government. Such information includes, but is not limited to, business practices, proposals, designs, mission or operation concepts, sketches, management policies, cost and operating expense, technical data and trade secrets, proposed Navy budgetary information, and acquisition planning or acquisition

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 30 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

actions, obtained either directly or indirectly as a result of the effort performed on behalf of ONR. The Contractor shall take appropriate steps not only to safeguard such information, but also to prevent disclosure of such information to any party other than the Government. The Contractor agrees to indoctrinate company personnel who will have access to or custody of the information concerning the nature of the confidential terms under which the Government received such information and shall stress that the information shall not be disclosed to any other party or to Contractor personnel who do not need to know the contents thereof for the performance of the contract. Contractor personnel shall also be informed that they shall not engage in any other action, venture, or employment wherein this information will be used for any purpose by any other party.

3.4.3 Organizational Restrictions

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

4.0 PROCURING OFFICE REPRESENTATIVES

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

Contract Negotiator – Ms. Jessie Rehwoldt, ONR 254, (703) 696-2055, DSN 426-2055,
E-Mail Address: jessie.rehwoldt@navy.mil

Inspection and Acceptance – Ms. Dusty Lang, ONR 03TSB (301) 995-4723, Email Address:
dusty.lang@navy.mil

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

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

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

The COR for this contract is: Ms. Dusty Lang, ONR Code: 03TSB, (301) 995-4723, Email Address:
dusty.lang@navy.mil

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

The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, to change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery order). When, in the opinion of the contractor, the COR requests effort outside the

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 31 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (ordering officer) in writing. No action shall be taken by the contractor until the contracting officer (or ordering officer) has issued a modification to the contract (or delivery order) or has otherwise resolved the issue. In the absence of the COR named above (due to reasons such as leave, illness, official travel), all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR.

6.0 CONTRACT TYPE

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

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

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

Base and Option Periods I – IV	
Labor Category	Hours Per Period
Program Manager	
Business Consultant	
Market Researcher	
Subject Matter Experts	
Computer Programmer	
Graphic Artist	
Administrative Support	
Analyst	
Total	

Option Period V	
Labor Category	Hours
Program Manager	
Business Consultant	
Market Researcher	1
Computer Programmer	
Graphic Artist	
Administrative Support	
Analyst	
Total	

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

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 32 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

(i) reduce the fee of this contract as follows:

Fee Reduction = Fee X (Required LOE - Expended LOE)

Required LOE

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 33 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

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

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

8.0 SSP 5252.216-9775 INCREASE IN LEVEL OF EFFORT (COST-REIMBURSEMENT) (MAR 1992)

(a) In addition to any other option rights that may be provided to the Government by this contract, the Government shall have the right, within any given contract period established in Section F of this task order, to increase the level of effort by up to one hundred percent (100%) of the total level of effort for that period at the same labor mix as proposed in the task order for that period. The Contractor agrees to accept such increase in the level of effort at an increase in the estimated cost and an increase in the fixed fee which are calculated as follows:

$$IEC = (ILOE/LOE) \times EC \text{ IFF} = (ILOE/LOE) \times FF$$

IEC = The increase in the estimated cost. ILOE = The increase in the level of effort.

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

IFF = The increase in the fixed fee.

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

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

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

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

9.0 PERSONNEL QUALIFICATIONS

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 35 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

This is a 100% small business set-aside.

1.0 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19..

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 36 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

CONTRACT CLAUSES SHALL BE IN ACCORDANCE WITH SECTION I OF THE BASIC IDIQ SEAPORT-E MULTIPLE AWARD CONTRACT AND HEREBY INCORPORATED BY REFERENCE.

ADDITIONAL FAR AND DFARS CLAUSES

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

FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

DFARS 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA-NONCOMMERICAL ITEMS

DFARS 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS

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 prior to the end of the contracts period of performance.

FAR 52.222-17 Nondisplacement of Qualified Workers (MAY 2014)

(a) "Service employee," as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 37 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bona fide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c) (4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 38 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor

Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or

(ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 39 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email displaced@dol.gov .

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, the appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

- (1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;
- (2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and
- (3) The recordkeeping requirements of paragraph (f) of this clause.

(End of Clause)

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contacting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

Employee Class Monetary	Wage Fringe Benefits
Program Manager	\$60.49/hr---- 36.25 %
Business Consultant	\$43.52/hr to \$60.49/hr---- 36.25 %
Market Researcher	\$36.60/hr to \$51.43/hr---- 36.25 %

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 40 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

Analyst \$36.60/hr to \$51.42/hr---- 36.25 %
Subject Matter Expert \$51.41/hr to \$76.04/hr----36.25 %
Programmers \$36.60/hr to \$43.53/hr -----36.25 %
Graphic Artists \$30.53/hr to \$36.60/hr -----36.25 %
Administrative Support Staff \$16.66/hr to \$20.63/hr -----36.25 %
 (End of Clause)

CONTRACT NO. N00178-11-D-6432	DELIVERY ORDER NO. EE04	AMENDMENT/MODIFICATION NO. 01	PAGE 41 of 41	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Attachment 1: Non-Disclosure Agreement

Attachment 2: QASP

Attachment 3: CDRLS

Attachment 4: Wage Determination

Attachment 5: COR Appointment Letter