

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 8 PAGES
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 09/18/20	4. REQUISITION/PURCHASE REQ. NO. 55-9008-08	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE		
Contracting Officer, Code 3220.TB Naval Research Laboratory 4555 Overlook Ave., SW BLDG. 222, Room. 115 Washington, DC 20375-5000				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TO ALL OFFERORS		(X)	9A. AMENDMENT OF SOLICITATION NO. N00173-08-R-TB09	
		X	9B. DATED (SEE ITEM 11) 09/03/20	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 11)	
CODE	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 1 copies 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 ACKNOWLEDGMENT 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 your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

SEE PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this amendment is to delete a clause from Section G, to add revise and add a clause to Section H, to renumber and add a new Attachment to Section J, to incorporate a revised Statement of Work (SOW) and Personnel Qualifications, to revise the wording to a clause in Section L and to extend the response date for receipt of proposals for the above referenced solicitation.

Effective the date of this amendment:

1. SECTION G - CONTRACT ADMINISTRATION DATA is amended as follows:

G-6 Payment of Fixed Fee (completion form) is hereby deleted.

2. SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-3 ONR 5252.216-9706 - LEVEL OF EFFORT (DEC 88) is revised to read as follows:

(a) The Contractor agrees to provide the total level of efforts specified in the next two sentences in performance of the work described in this contract. The total level of effort for performance of the Classified portion of this effort shall be 77,660 total hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort for the base year as well as each of the 4 option years, if exercised. The total level of effort for performance of the Unclassified portion of this effort shall be 13,880 total hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort for the base year as well as for each of the 4 option years, if exercised. A breakdown of labor categories and hours for both the classified and unclassified efforts are set forth in paragraph (k) below.

(b) The level of effort for the classified portion of this effort shall be expended at an average rate of 6,472 hours per month. The level of effort for the unclassified portion of this effort shall be expended at an average rate of 1,157 hours per month. It is understood and agreed that the rate of hours per month for each of these efforts may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

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

given month; or, when 85% of the total level of effort has been expended.

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

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

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

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

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

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

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

(i) It is understood that the mix of labor categories provided by the

Contractor under the contract, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort which was estimated by the government or proposed by the Contractor.

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

(k) The anticipated breakdown by labor category of the total level of effort for both the classified and unclassified portions of the effort are as follows:

Estimated Labor Category Breakdown per year for the Base Year and each of the Optional Years (if exercised) for the Classified portion of the effort.

Labor Category	Category Title	TS/SCI Hours	Secret Hours	Unclass Hours	Total Hours
A	Program Manager	40	40	320	400
B	Program Analyst	0	40	260	300
C	Subcontract Administrator	0	0	480	480
D	Technical Assistant	0	0	160	160
E	Administrative Support	40	80	4,200	4,320
F	Senior Systems Engineer – Research Networking	1,180	1,120	16,420	18,720
G	Senior Research Scientist – High Performance Computing (HPC)	200	340	3,780	4,320
H	Senior Systems Analyst/Engineer	160	40	15,160	15,360
I	Junior Systems Analyst/Engineer	100	100	6,040	6,240
J	Senior System Engineer – Program Manager	200	200	80	480
K	System Design Engineer – Information Assurance (IA)	100	100	5,560	5,760
L	System Design Engineer – Control Plane Protocols	0	0	960	960
M	Senior Network Engineer	0	0	7,680	7,680
N	Junior Network Engineer	0	0	4,800	4,800
O	Web Application Developer	0	0	7,680	7,680
	Totals	2,020	2,060	73,580	77,660

Estimated Labor Category Breakdown per year for the Base Year

and each of the Optional Years (if exercised) for the Un-Classified portion of the effort.

Labor Category	Category Title	TS/SCI Hours	Secret Hours	Unclas Hours	Total Hours
A	Program Manager	0	0	80	80
B	Program Analyst	0	0	80	80
C	Subcontract Administrator	0	0	0	0
D	Technical Assistant	0	0	0	0
E	Administrative Support	0	0	120	120
F	Senior Systems Engineer – Research Networking	0	0	960	960
G	Senior Research Scientist – High Performance Computing (HPC)	0	0	1,920	1,920
H	Senior Systems Analyst/Engineer	0	0	1,920	1,920
I	Junior Systems Analyst/Engineer	0	0	3,840	3,840
J	Senior System Engineer – Program Manager	0	0	880	880
K	System Design Engineer – Information Assurance (IA)	0	0	0	0
L	System Design Engineer – Control Plane Protocols	0	0	960	960
M	Senior Network Engineer	0	0	1,200	1,200
N	Junior Network Engineer	0	0	960	960
O	Web Application Developer	0	0	960	960
	Totals	0	0	13,880	13,880

H-13 ORGANIZATIONAL CONFLICT OF INTEREST is hereby added to read as follows:

(a) Definitions

Organizational Conflict of Interest (OCI): FAR Part 2.1 defines "Organizational Conflict of Interest" as a situation in which: "...because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage." For the purposes of this contract, the term Organizational Conflict of Interest means that a relationship exists between the contractor (including the successor-in-interest, assignee or affiliated divisions, subsidiaries, employees, consultants, or subcontractors, hereinafter referred to as "Contractor") and another in which the underlying interests of the

contractor and the other party, directly or indirectly (1) may influence, affect or diminish the contractor's ability to give impartial, technically sound, objective assistance, conclusions, advice or recommendations, or may otherwise result in a biased work product to for the Government, or (2) may result in an unfair competitive advantage.

(b) Purpose

The purpose of this provision is to ensure that the Contractor (1) is able to give the Government impartial, technically sound, objective assistance, conclusions, advice or recommendations in its performance of this contract and (2) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(c) Scope

The requirements described herein shall apply to performance or participation by the Contractor, any of its affiliate organizations or their successors in interest (hereinafter referred to collectively as "Contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity. The financial, contractual, organizational and other interests of Contractor personnel performing work under this contract shall be deemed to be the interests of the Contractor for the purposes of determining the existence of an Organizational Conflict of Interest.

(d) Requirements

(1) Under this effort the contractor may have access to government information technology (IT) systems that contain sensitive information including, but not limited to, other organizations' proprietary information, Government procurement sensitive information, source selection information (see Federal Acquisition Regulation 2.101, 3.104-4 and 9.505-4), personally identifiable information subject to the Privacy Act Of 1974, and information designated For Official Use Only.

(A) The Contractor agrees that such information will be accessed only to the extent necessary to perform the contract and that such information will be used by the Contractor only in the performance of the contract.

(B) None of the Contractor's personnel shall be given access to IT systems under this contract without the approval of the COR.

(C) The Contractor agrees that all its personnel having access to such information will be required to sign a nondisclosure statement substantially as Attachment (4) to this contract and that, upon request, it will provide the Contracting Officer or COR with copies of the nondisclosure agreement(s).

(e) Government Remedy

The Contractor agrees that any breach or violation of the warranties, restrictions, disclosures or nondisclosures set forth in this organizational conflicts of interest clause shall constitute a material and substantial breach of the terms, conditions and provisions of this contract and the Government may, in addition to any other remedies available, terminate this contract for default.

3. SECTION J - LIST OF ATTACHMENTS is revised as follows:

Attachment (4) Accounting and Appropriation Data is changed to read Attachment (5) and a new Attachment (4) is added and to incorporate a sample Non-Disclosure Agreement.

Section J is changed to read as follows :

J-1 Attachment (1) - Statement Of Work - 12 Pages, With Exhibit A - DD Form 1423, Contract Data Requirements List, 2 Pages.

(THE FOLLOWING ATTACHMENT WILL BE INCLUDED IN THE CLASSIFIED
CONTRACT
RESULTING FROM THIS SOLICITATION)

J-2 Attachment (2) - DD Form 254, Contract Security Classification Specification, Ser#* Dated * w/Attachments, 2 Pages.

J-3 Attachment (3) – Personnel Qualifications, 7 Pages.

J-4 Attachment (4) – Sample Non-Disclosure Agreement, 1 Page.

J-5 Attachment (5) – Accounting and Appropriation Data- 1 page. *

(To be included at time of award)*

4. SECTION L - INSTRUCTIONS CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

L-14, Material and Travel Costs - paragraph 1 is revised to read as follows:

The material costs and travel costs set forth below plus any applicable indirect costs **MUST** be included in each offeror's cost proposal for evaluation purposes only. During the term of the contract, the contractor will be reimbursed actual, verifiable and allocable material costs and any applicable indirect costs.

5. ATTACHMENTS

Attachment (1) Statement of Work and Attachment (3) Personnel Qualifications are revised to read as posted at :

<http://heron.nrl.navy.mil/contracts/RFP/08tb09.htm>

6. The response date for receipt of proposals has been extended till 4 PM, eastern time on October 16, 2008. All else remains unchanged.