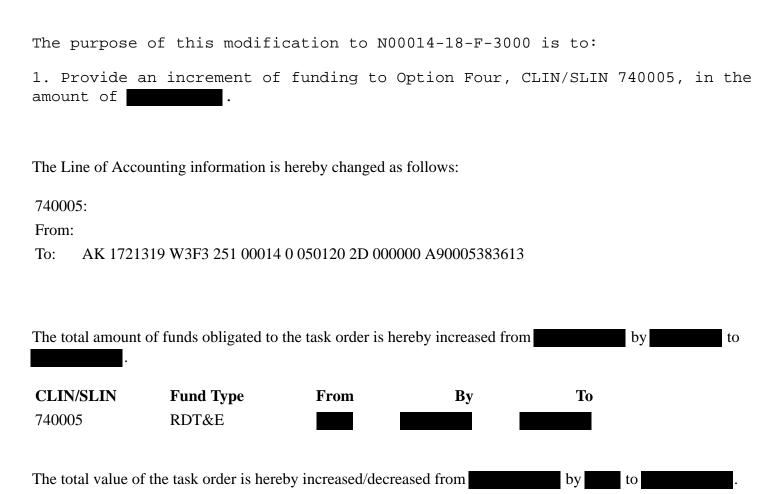
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General Information



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Section B - Supplies and Services

CLIN - SUPPLIES OR SERVICES

Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R408	(Base, Year 1 - Cost Plus Fixed Fee) Technical, Financial, and Program Management Support to ONR PMR-51. IAW Section C and Exhibit A. (RDT&E) (RDT&E)		Labor Hours			
700001	R408	ACRN: AA (1300694564) (RDT&E)					
700002	R408	ACRN: AB (1300694564) (RDT&E)					
700003	R408	ACRN: AA (1300694564) (RDT&E)					
700004	R408	ACRN: AB (1300694564) (RDT&E)					
7100	R408	(Option I, Year 2 - Cost Plus Fixed Fee) Technical, Financial, and Program Management Support to ONR PMR-51. IAW Section C and Exhibit A. (RDT&E) (RDT&E)		Labor Hours			
710001	R408	ACRN: AC (1300694564) (RDT&E)					
710002	R408	ACRN: AD (1300821357) (RDT&E)					
710003	R408	ACRN: AE (1300821357) (RDT&E)					
7200	R408	(Option II, Year 3- Cost Plus Fixed Fee) Technical, Financial, and Program Management Support to ONR PMR-51. IAW Section C and Exhibit A. (RDT&E) (RDT&E)		Labor Hours			
720001	R408	ACRN: AE (1300821357) (RDT&E)					
720002	R408	ACRN: AF (1300821357) (RDT&E)					
720003	R408	ACRN: AC (1300821357) (RDT&E)					
720004	R408	ACRN: AD (1300821357) (RDT&E)					
720005	R408	ACRN: AG (1300821357) (RDT&E)					
720006	R408	ACRN: AH (1300821357) (RDT&E)					
7300	R408	(Option III, Year 4 - Cost Plus Fixed Fee) Technical, Financial, and Program Management Support to ONR PMR-51.		Labor Hours			_

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		IAW Section C and Exhibit A. (RDT&E) (RDT&E)					
730001	R408	Incremental Funding ACRN: AG (130021357) (RDT&E)					
730002	R408	Incremental Funding ACRN: AH (1300821357) (RDT&E)					
730003	R408	ACRN: AJ (1300821357) (RDT&E)					
730004	R408	ACRN: AK (1300821357) (RDT&E)					
7400	R408	(Option IV, Year 5 - Cost Plus Fixed Fee) Technical, Financial, and Program Management Support to ONR PMR-51. IAW Section C and Exhibit A. (RDT&E) (RDT&E)		Labor Hours			
740001	R408	Incremental Funding ACRN: AK (1300821357) (RDT&E)					
740002	R408	ACRN AK (1300821357) (RDT&E)					
740003	R408	ACRN AJ (1300821357) (RDT&E)					
740004	R408	ACRN AL (1300821357) (RDT&E)					
740005	R408	ACRN AK (1300821357) (RDT&E)					

Cost Only Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R408	(Base, Year 1) Other Direct Costs (Travel), Not-to-Exceed (Cost Reimbursement, No Fee) associated with the support services under CLIN 7000. (RDT&E) (RDT&E)	1.00	Lot	
900001	R408	ACRN: AA (1300694564) (RDT&E)			
900002	R408	ACRN: AA (1300694564) (RDT&E)			
9100	R408	(Option I, Year 2) Other Direct Costs (Travel), Not-to-Exceed (Cost Reimbursement, No Fee) associated with the support services under CLIN 7100. (RDT&E) (RDT&E)	1.00	Lot	
910001	R408	ACRN: AC (1300694564) (RDT&E)			
9200	R408	(Option II, Year 3) Other Direct Costs (Travel), Not-to-Exceed (Cost Reimbursement, No Fee) associated with the support services under CLIN 7200. (RDT&E) (RDT&E)	1.00	Lot	

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
920001	R408	ACRN: AF (1300821357) (RDT&E)			
9300	R408	(Option III, Year 4) Other Direct Costs (Travel), Not-to-Exceed (Cost Reimbursement, No Fee) associated with the support services under CLIN 7300. (RDT&E) (RDT&E)	.00	Lot	
930001	R408	ACRN: AH (1300821357) (RDT&E)			
9400	R408	(Option IV, Year 5) Other Direct Costs (Travel), Not-to-Exceed (Cost Reimbursement, No Fee) associated with the support services under CLIN 7400. (RDT&E) (RDT&E)	.00	Lot	
940001	R408	Incremental Funding ACRN: AK (1300821357) (RDT&E)			
940002	R408	ACRN AL (1300821357) (RDT&E)			

Section C - Description/Specifications/Statement of Work

1.0 BACKGROUND

1.1 Introduction

The Office of Naval Research (ONR) is an Echelon I headquarters organization within the Office of the Secretary of the Navy. As the Department of the Navy's Science and Technology (S&T) provider, ONR provides technology solutions for Navy and Marine Corps needs. ONR's missions, defined by law, are to plan, foster, and encourage scientific research in recognition of its paramount importance as related to the maintenance of future naval power, and the preservation of national security. Further, ONR manages the Navy's basic, applied, and advanced research to foster transition from science and technology to higher levels of research, development, test and evaluation. ONR seeks to provide professional technical, engineering, analytical and programmatic support for basic research, applied research, and advanced technology development programs associated with surface and sub surface naval platforms and undersea weaponry.

1.2 Background

The Office of Naval Research (ONR) Office of Low Observable/Counter-Low Observable Policy, Technology and Advanced Projects (PMR-51) provides oversight management and leadership for the Navy's S&T program areas. These include: Surfac and air launched weapons, air vehicles, Integrated Air and Missile Defense (IAMD), Future Naval Capabilities (FNC), and a associated matters related to Tri-Service S&T Reliance for Basic Research (6.1), Exploratory Development (6.2), and Advan Technology Development (6.3).

PMR-51 also collaborates with appropriate staff personnel from The Secretary of the Navy (SECNAV), The Office of the Ch of Naval Operations (OPNAV), Commandant of the Marine Corps, Navy and Marine Corps Systems Commands, Program Executive Officers (PEO's), Naval Warfare Centers and Laboratories, Marine Corps Combat Development Command, and service and national Research & Development (R&D) Centers. The objective of this collaboration is to ensure that new ideas concepts, and technical advances are made known to each, thus increasing their potential to expand Navy and Marine Corps capabilities. In doing so, PMR-51 coordinates Navy Department requirements and concomitant Chief of Naval Research (CN plans and goals based on projected threat, current capabilities, and Navy, Marine Corps, and National policies and objectives

2.0 PERFORMANCE WORK STATEMENT

The purpose of this task order (also referred to herein as "contract") is to provide technical, financial, and program managem support to PMR-51 in support of Integrated Air and Missile Defense (IAMD) Future Naval Capabilities (FNC), and other Science and Technology (S&T) projects as assigned.

2.1 Objective

PMR-51 has a requirement for engineering, analytical, budgetary, programmatic and administrative support for programs tha directly support Integrated Air and Missile Defense (IAMD) system technology developments, including relevant sensor, command and control, and weapons systems technologies.

2.2 Scope

Provide PMR-51 with the management, financial, and technical support of IAMD FNC projects including monitoring and reporting on project activities, participating in programmatic and technical design meetings, developing concepts for future IAMD S&T projects, interfacing with the IAMD community at-large to discuss ongoing development efforts and developing advanced IAMD capability concepts.

Personnel supporting the technical tasks/requirements under Section C, 2.3 will use commercial software packages, to includ a minimum Microsoft Office (specifically, Word, Excel, PowerPoint and Project). Personnel will also be communicating effectively in writing and will be developing program documentation as required.

Performance of tasks shall conform, at a minimum, to the performance standards and acceptable quality levels identified in the Quality Assurance Surveillance Plan (QASP).

2.3 Technical Tasks/Requirements

The contractor shall provide technical and programmatic support to manage IAMD technology programs and issues within PMR-51, which includes but is not limited to the following tasks:

- 2.3.1 Provide senior program management support for S&T activities managed by PMR-51 to include all work pertaining to Survivability and Future Naval Capability (FNC) projects.
- 2.3.2 Assist Government program management in providing technical oversight of FNC Enabling Capabilities (ECs) assigne PMR-51, to include but not limited to Surface Warfare, Information Warfare and Air Warfare IPT projects.
- 2.3.3 Assist PMR-51 at IAMD management and technical interchange meetings including but not limited to S&T Roundtable IAMD Warfighter Improvement Program (WIP) meetings, FNC Integrated Product Team (IPT) meetings, Technology Overs Group (TOG) Working Group (WG) meetings, Surface Warfare Enterprise (SWE) meetings and professional association meetings.
- 2.3.4 Assist in preparing, reviewing, and coordinating program management and financial execution documents such as S&T program guidance, Business Plans, Program Execution Plans, and Program Memoranda of Agreement (MOA).
- 2.3.5 Conduct systems engineering trade studies of technology options for IAMD system enhancements and provide technical papers and briefings of study findings to PMR-51 and IAMD community senior leadership.
- 2.3.6 Support the development of Navy S&T gaps and associated metrics. OPNAV develops the S&T gaps but asks for assistance from ONR and PMR-51 to identify meaningful threshold and objective performance metrics.
- 2.3.7 Identify technologies to close the Navy IAMD mission gap. PMR-51 is primarily interested in Integrated Air and Miss Defense (IAMD) and in developing technology that will address gaps in this warfighting area.
- 2.3.8 Assist in preparing EC project proposals to gain senior leadership approval and funding for the development of S&T technology required to close Navy S&T gaps.
- 2.3.9 Support PMR-51 coordination with other services and joint activities to meet the goals of S&T programs.
- 2.3.10 Support PMR-51 office coordination with other naval activities, including Navy Secretariat staff, Navy and Marine Coheadquarters staff, and Naval Program Executive and Acquisition Program Offices, to establish and maintain program alignment with external programs and leadership goals.
- 2.3.11 Assist in coordinating S&T activities for a diverse set of advanced technology programs including those in other Agencies, Services, National Laboratories, academia and commercial industry with ongoing or relevant technology activities ONR.
- 2.3.12. Assist in coordinating PMR-51 S&T activities with other ONR Departments.
- 2.3.13. Assist in coordinating FNC project transition to the acquisition community including development of and updates to Technology Transition Agreements (TTAs).
- 2.3.14 Assist with programmatic and technical assessments of PMR-51 programs including FNC projects, to include reviews program requirements and accomplishments and providing recommendations for changes and improvements to mitigate risk
- 2.3.15 Support the development of budgets, milestone and schedules, including identification of transition opportunities.
- 2.3.16 Facilitate in compiling the data for bi-annual execution reviews for all ongoing ONR S&T efforts managed by PMR-5
- 2.3.17 Assist in the preparation of and maintenance of all applicable financial planning and fiscal execution documents, reco and reports.
- 2.3.18 Support naval acquisition program Technology Readiness Level (TRL) assessments and Transition Review Boards (TRBs).

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- 2.3.19 Assist PMR-51 representatives in the development and coordination of Naval and Joint service IAMD related demonstrations and test programs.
- 2.3.20 Assist in preparing technical documentation and briefings, as required, for PMR-51 program presentation to a wide audience, which outline the goals, technical approaches, and achievements of PMR-51 programs.
- 2.3.21 Collect, report, and archive legislation, laws, and Congressional language related to PMR-51 programs and systems.
- 2.3.22 Assist the Department Head in coordination and technical liaison with other services/agencies, government laboratoric and industrial performers.
- 2.3.23 Maintain electronic document files for all S&T projects managed by PMR-51.
- 2.3.24 Review and use material ranging from UNCLASSIFIED through TOP SECRET/SENSITIVE COMPARTMENTED INFORMATION (SCI). The TOP SECRET/SENSITIVE COMPARTMENTED INFORMATION will remain in the custody the government.
- 2.3.25 Generate classified and unclassified official documents and correspondence that require little or no editing.

3.0 PERSONNEL REQUIREMENTS

3.1 General Personnel Requirements

The Contractor shall provide qualified personnel to manage and execute all aspects of the Performance Work Statement (PW The contractor team shall work both as a group and independently to respond to office challenges. Flexibility is a key factor producing accurate results in a time critical environment.

· All personnel must possess a TOP SECRET clearance with the ability to obtain SENSITIVE COMPARTMENTED INFORMATION (SCI) at time of award.

Additional Considerations:

- · Knowledge of ONR S&T policies and business practices.
 - 3.2 Specific Personnel Requirements & Qualifications

3.2.1 Position 1: Senior Program Manager: (On-site ONR/PMR-51)(Key Personnel) 1 FTE

This position is intended to provide both working level support and overall program management of the Contractor's team.

The 1 FTE of support must be provided by a single qualified individual.

The individual shall possess:

- · A Bachelor's degree from an accredited university and ten (10) years of management and program support experience.
- In-depth knowledge of low observable and counter low observable technologies; Integrated Air and Missile Defense technologies, including simulation and modeling; Combat Identification and command and control; weapons and sensor programs; Naval interests in Cruise and Ballistic Missile Defense R&D programs; threat technologies and Special Compartmented Intelligence information as they relate to Missile Defense technologies.
- · Demonstrated competence in the areas of naval systems program management, financial analysis and management, preparati technology roadmaps, and the technologic readiness assessment of acquisition programs.
- · Demonstrated leadership, interpersonal, organizational, communication and analytical skills.

Additional Considerations:

· Demonstrated experience relating to Integrated Air and Missile Defense and Navy acquisition programs.

3.2.2 Position 2: Engineer: (On-site ONR/PMR-51) (Key Personnel) 1 FTE

The 1 FTE of support must be provided by a single qualified individual.

The individual shall possess:

- · A Bachelor's degree in an Engineering discipline from an accredited university and five (5) years of experience related to Integrated Air and Missile Defense or Navy S&T programs.
- · Demonstrated experience with FNC programs and Missile Defense S&T, or comparable programs.
- · Demonstrated experience providing technical engineering support to Navy IAMD S&T or acquisition programs.
- Demonstrated experience reviewing engineering documentation and briefings; development of project briefings; participation design reviews; interfacing with engineering teams including leading discussions, interfacing with acquisition, fleet and reso sponsor representatives to brief projects; providing monthly status updates and developing technical papers and briefings to IAMD organizations addressing current and planned development activities.
- · Demonstrated experience working with representatives from universities, government laboratories, industry and military organizations to address IAMD warfighting capability gaps.

Additional Considerations:

Experience with ONR FNC Programs.

3.2.3 Position 3: Program Analyst (On-site ONR) (Key Personnel) 1 FTE

The 1 FTE of support must be provided by a single qualified individual.

The individual shall possess:

- An undergraduate degree and five (5) years relevant financial experience in R&D financial management support of contract programmatic financial execution, or ten (10) years relevant experience in a professional discipline(s) that directly supports to objectives for providing financial accounting and management support services.
- · Demonstrated experience in financial management of DoD S&T funds and development of budgets.
- Demonstrated experience communicating with a variety of technical and operational clients.

Additional Considerations:

- Demonstrated experience with the Navy Enterprise Resource Planning (Navy ERP) application.
- Demonstrated knowledge of proven financial analytical techniques and capabilities in order to ensure smooth processing of PMR-51's funding; award modifications, and related actions.

3.4 FTE Summary Table

Job Category	FTE(s)	Number of People Sought	Anticipated Work Location (Gov't Site/Contractor Site)
Senior Program Manager	1	1 FTE = 1 qualified individual, full time	Gov't Site
Engineer	1	1 FTE = 1 qualified individual, full time	Gov't Site

Program Analyst	1	1 FTEs = 1 qualified individual, full time	Gov't Site
Total		3.0 FTEs	

4.0 Period of Performance

The task order will contain a twelve (12) month base and four (4) twelve (12) month option periods. The period of performance for the base period shall be from the effective date of the task order through twelve (12) months thereafter. If exercised, the period of performance for each option period shall be performed during the twelve (12) month period immediately following the expiration of the Base Period and subsequent Option Periods.

5.0 Reports Data and Other Deliverables

The following deliverables are required to support this task order. Electronic submission is encouraged for all reports, presentations, and support documents, unless otherwise directed by the COR and shall be provided to the COR identified in Section G, Paragraph 5.1 and, as directed, the Contracting Officer and Contract Specialist.

5.1 Monthly Reports

- (a) The Contractor shall provide a Monthly Technical Progress Report to the COR (Exhibit A, CDRL Data Item No. A001). The report may be provided in contractor format (subject to COR approval). The report is due no later than fifteen (15) business days after the end of each month. The report will include the following information:
- a. Contractor's name and address;
- b. Contract and subcontract number (if applicable):
- c. Date of Report;
- d. Period covered by report;
- e. Executive Summary;
- f. Performance related work issues;
- g. Work accomplished per labor category;
- h. Hours charged against the task order per labor category;
- i. Problems and issues during report period and planned action for period following the period in which the report was submitted.
- (b) The contractor shall also provide a Financial Status Report (Exhibit A, CDRL Data Item No. A002). The report 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/en/Contracts-Grants/manage-contract.aspx.

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) and the contractor will be notified that an updated version shall be used for future submissions. The report is due no later than fifteen (15) business days after the end of each month.

5.2 Other Reports as Required

For major efforts undertaken within Section 2.3, as requested by PMR-51, the contractor shall provide paper and electronic copies of written reports, presentations, briefings, analysis and support documents related to the work conducted in support of PMR-51 during the term of this task order (**Exhibit A**, **CDRL Data Item No. A003**).

5.3 Quality Control Plan

The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with the PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is a means by which the contractor assures that work complies with the requirements of the contract.

The Quality Control Plan (QCP) shall detail the plan the contractor will employ during task order performance. The Government will monitor the QCP during task order performance to ensure that the contractor is performing in accordance with the QCP. The contractor shall provide a QCP within fifteen (15) business days of task order award in accordance with **Exhibit A, CDRL Data Item No. A004.** After acceptance of the QCP, the contractor shall receive the Contracting Officer's acceptance in writing of any proposed change to the QCP. When changes are made to the QCP, the contractor shall submit the revised QCP to the Contracting Officer and COR within five (5) business days of the changes in accordance with **Exhibit A, CDRL Data Item No. A004.**

5.4 Quality Assurance

The Government shall evaluate the contractor's performance under this task order in accordance with the contractor's QCP and the Governments Quality Assurance Surveillance Plan (QASP). The QASP is a Government developed and applied document used to ensure systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this PWS. The intent is to ensure that the contractor performs in accordance with the performance metrics and the Government received the quality of services called for in the PWS. The QASP details how the performance standards identified in the PWS are measured, who will perform the measurement, the frequency of the surveillance, and the acceptable defect rate(s). The QASP may be updated from time to time by the Government (See Attachment No. 1).

5.5 Individual Travel Worksheets and Reports

The contractor shall provide Individual Travel Worksheets and Reports in accordance with **Exhibit A, CDRL Data Item No. A006** prior to any travel from the contractor's worksite location, detailing the costs of that travel, to the COR for written approval prior to any travel. Travel must meet the requirements of the Joint Travel Regulations. In addition, travel reports are required no later than 30 days after the conclusion of the travel. The report shall contain dates; locations of travel; purpose; total cost breakdown of travel to include: per diem rates, hotel costs, car rental costs; the identity of other ONR personnel traveling with contractor support personnel; unusual cost items (including registration fees) incurred; tasks performed; and accomplishments. If documentation such as meeting minutes or PowerPoint presentations were distributed over the course of the travel, a copy shall be included with the report. Contractor format is acceptable, with approval of the format by the COR.

Section D - Packaging and Marking

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

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.

FAR 52.246-5 Inspection of Services-Cost Reimbursement (APR 1984)

Section F - Deliveries or Performance

7000	04/01/2018 - 03/31/2019
7100	04/01/2019 - 03/31/2020
7200	04/01/2020 - 03/31/2021
7300	04/01/2021 - 03/31/2022
7400	04/01/2022 - 03/31/2023
9000	04/01/2018 - 03/31/2019
9100	04/01/2019 - 03/31/2020
9200	04/01/2020 - 03/31/2021
9300	04/01/2021 - 03/31/2022
9400	04/01/2022 - 03/31/2023

The Period of Performance of the following Option line Items are as follows:

No option line items.

The Period of Performance of the following Award Term line Items are as follows:

No award term line items.

- 1. Distribution, consignment and marking instructions for all reports listed in Section C shall be FOB Destination to the cognizant Contracting Officer's Representative (COR) listed in Section G and any others listed under the report in Section C, and in accordance with Exhibit A (Contract Data Requirements List (CDRL).
- 2. Place of Performance: The support services under this task order shall be performed on-site at both ONR Headquarters, 875 North Randolph Street, Arlington, VA and the ONR PMR-51 Office in Joint Base Anacostia-Bolling, 20 MacDill Boulevard, in Washington, DC.

The Period of Performance of the following Firm items are as follows:

7000	04/01/2018 - 03/31/2019
7100	04/01/2019 - 03/31/2020
7200	04/01/2020 - 03/31/2021
7300	04/01/2021 - 03/31/2022
7400	04/01/2022 - 03/31/2023
9000	04/01/2018 - 03/31/2019
9100	04/01/2019 - 03/31/2020
9200	04/01/2020 - 03/31/2021
9300	04/01/2021 - 03/31/2022
9400	04/01/2022 - 03/31/2023

Section G - Contract Administration Data

1.0 PROCURING OFFICE REPRESENTATIVES

(Instructions provided for Administrative Contracting Officer (ACO) and are not contractor instructions)

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 20A on Standard Form 26.

Contract Negotiator – Ms. LaToiya Blanchard ONR 254, (703) 712-1986, E-Mail Address: latoiya.s.blanchard.civ@us.navy.mil

(If initial response to contract negotiator's email goes unanswered after 3 business days or the contractor knows the previous negotiator has left ONR, forward message to ONR_Code254ProcurementTech@navy.mil)

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

Security Matters - ONR 54, ONR.NCR.BD043.list.Security-Division@navy.mil; Attn: Ms. Yezabeth Cuevas

Task Order Ombudsman (as per FAR 16.505(b)(8)) -

DASN(AP), Mr. Elliott Branch, Deputy Assistant Secretary of the Navy (Acquisition and Procurement), 1000 Navy Pentagon, Washington, DC 20350, phone (703) 614-9600, fax (703) 614-9394, and email NCAG@navy.mil.

2.0 CONTRACT ADMINISTRATION DELEGATION

a) In accordance with FAR 42.202, the Contracting Officer delegates all contract administration functions listed in FAR 42.302(a) and DFARS 242.302(a) to the Contract Administration Office (See ADMINISTERED BY, Block 7 of the Standard Form 1155 of this task order), except for the following contract administration functions retained by the PCO:

Functions Retained: Retained for Performance by:

FAR 42.302(a)(3), (4), (38) & (58) PCO

b) Special Instructions (See FAR 42.202(b) and (c)).

3.0 AWARD DISTRIBUTION (JULY 2015)

In accordance with the requirements of FAR 4.201, distribution is made to the contractor, program office, administrative contracting office, payment office and audit office. See the following matrix to determine the specific distribution location, which is based upon the award used:

Distribution	SF26	SF30	SF33	DD1155	ONR
					Form 1099
Contractor	See Block 7	See Block 8	See Block 15A	See Block 9	See Block 13
Program Office	See Block 11	See Block 6	See Block 11 or Section G	See Block 14	See Block 21
Administrative Contracting Office		See Block 7	See Block 24	See Block 7	See Block 23a
Payment Office	See Block 12	See Block 14	See Block 25	See Block 15	See Block 25a

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Auditor	See Section	See Section	See Section	See Section G	
	G	G	G		

4.0 TYPE OF AWARD

This is a Cost Plus Fixed Fee Task Order with Reimbursable Other Direct Cost (ODC) CLINs.

5.0 ALLOTMENT OF FUNDS

(a) It is hereby understood and agreed that this task order will not exceed a total amount of cost of and a fixed fee of .
(b) It is hereby understood and agreed that CLIN 7000 will not exceed a total amount of the payment and allotted to CLIN 7000 of this task order is the period from April 1 2018 through 28 Feb 2019.
(c) It is hereby understood and agreed that CLIN 9000 will not exceed a total amount of fully funded. (no fee). CLIN 9000 is hereby fully funded.
(d) It is hereby understood and agreed that CLIN 7100 will not exceed a total amount of, including an estimated cost of and a fixed fee of The total amount presently available for payment and allotted to CLIN 7100 of this task order is; including an estimated cost of and a fixed fee of It is estimated that the amount allotted of will cover the period from April 1 2019 through 29 February 2020.
(e) It is hereby understood and agreed that CLIN 9100 will not exceed a total amount of fully funded. (no fee). CLIN 9100 is hereby fully funded.
(f) It is hereby understood and agreed that CLIN 7200 will not exceed a total amount of and a fixed fee of and a fixed fee of an another is an another is a fixed fee of an another including an estimated cost of an and a fixed fee of another including an estimated cost of an and a fixed fee of another including an estimated cost of an another including an estimated that the amount allotted of a will cover the period from April 1 2020 through 31 December 2020.
(g) It is hereby understood and agreed that CLIN 9200 will not exceed a total amount of presently available for payment and allotted to CLIN 9200 is
(h) It is hereby understood and agreed that CLIN 7300 will not exceed a total amount of and a fixed fee of and a fixed fee of the control of this task order is and a fixed fee of the control of this task order is the control of the
(i) It is hereby understood and agreed that CLIN 9300 will not exceed a total amount of fully funded. (no fee). CLIN 9300 is hereby fully funded.
(j) It is hereby understood and agreed that CLIN 7400 will not exceed a total amount of the cost of th
(k) It is hereby understood and agreed that CLIN 9400 will not exceed a total amount of the control of the cont

6.0 PAYMENT OF ALLOWABLE COSTS AND FIXED FEE

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

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- (a) Costs, as provided for under the contract clause entitled "Allowable Cost and Payment," shall not exceed the amount set forth as "Estimated Cost" in Section B, and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds", whichever is applicable.
- (b) A fixed fee, in the amount set forth as 'Fixed Fee' in Section B, in accordance with the contract clause FAR 52.216-8 "Fixed Fee", shall be paid upon completion of the work and services required under this contract and upon final acceptance by the Contracting Officer. However, the Contractor, may bill on each voucher the amount of the fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost not to exceed the amount set forth as "Fixed Fee" in Section B. The total fixed fee billed, shall not exceed the total fixed fee specified in Section B and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever applies.
- (c) In accordance with FAR 52.216-8, "Fixed Fee", the Administrative Contracting Officer (ACO), in order to protect the Government's interest, shall withhold 10% of the fixed fee amount set forth in Section B or until a reserve is set aside in the amount of \$100,000.00, 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.

7.0 ELECTRONIC DOCUMENT ACCESS

Each vendor is responsible for providing ONR with their vendor representative's contact information as well as any changes to their contact information for each ONR contract. Vendor's shall submit EDA vendor representative contact information changes to the cognizant ONR Contract Specialist or Contracting Officer of each ONR contract. Each request to change EDA vendor representative contact information shall include the following information:

- 1. Contract Number
- 2. Email Address
- 3. First Name
- 4. Last Name
- 5. Organization

Users must be aware that EDA inactivates user accounts for non-use after 90 days. Failure to use your account will result in inactivation. A password reset and EDA POC approval is required to reactivate account.

8.0 TRAVEL COSTS

Travel will be required to support this PWS. Travel cost shall be reimbursed in accordance with the FAR 31.205-46 at rates not to exceed the maximum locality per diem rates (the combination of lodging, meals and incidentals) in effect at the time of travel, as set forth in the Federal Travel Regulations, Joint Travel Regulations and Standards Regulations, Section 925, as applicable. All Contractor travel arrangements including: clearance requests, hotel accommodations, travel orders, and via/passport requirements, are the Contractor's responsibility. 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. As stated in Section C, Paragraph 5.7, the contractor shall provide a worksheet detailing the cost of travel to the COR for written approval prior to any travel. No travel is allowable until authorized by the COR.

9.0 DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

- (a) *Definitions*. As used in this clause—"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.
- "Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
- "Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.
- (b) *Electronic invoicing*. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

Cost Voucher

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

Destination/Destination

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

Routing Data Table*

(To be completed upon award)

Field Name in WAWF	Data to be Entered in WAWF
Pay Official DoDAAC	HQ0338
Issue by DoDAAC	N00014
Admin DoDAAC	N00014
Inspect by DoDAAC	N/A
Ship to Code	N/A
Ship From Code	N/A
Mark for Code	N/A
Service Approver (DoDAAC)	N00014
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA719
Other DoDAAC	N/A

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line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), 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.

andres.otero@navy.mil

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

For WAWF Vendor support, please contact the WAWF Help Desk (<u>disa.ogden.esd.mbx.cscassig@mail.mil</u>; 801-605-7095); for Payment Issues, please contact the appropriate DFAS office (<u>http://www.dfas.mil/contractorsvendors/dodaacsvc.html</u>); for additional assistance, please contact ONR.NCR.BD021.list.all@navy.mil.

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

(End of clause)

10.0 PGI 204-7108 PAYMENT INSTRUCTIONS

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

The payment office shall allocate and record the amounts paid to the accounting classification citations using the table below on the type of payment request submitted (see DFARS 252.232-7006) and the type of effort.

Contract/Order	Type of Payment				Payment Office
Payment Clause	Request	Supply	Service	Construction	Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and- Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In

					the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation- Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
with Common Carriers					
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN, Progress

each ACRN. Progress

Payments are considered

					contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.

*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).

700001 1300694564

LLA:

AA 1781319 W2F2 251 00014 0 050120 2D 000000 A00004380495

700002

LLA:

AB 1781319 W3F3 251 00014 0 050120 2D 000000 A10004380495

900001 1300694564

LLA:

BASE Funding **Cumulative Funding**

MOD P00001

700003 1300694564

LLA:

AA 1781319 W2F2 251 00014 0 050120 2D 000000 A00004380495

700004

LLA:

AB 1781319 W3F3 251 00014 0 050120 2D 000000 A10004380495

900002 1300694564

LLA:

AA 1781319 W2F2 251 00014 0 050120 2D 000000 A00004380495

MOD P00001 Funding Cumulative Funding

MOD P00002

710001 1300694564

LLA:

AC 1791319 W2F2 251 00014 0 050120 2D 000000 A20004380495

910001 1300694564

LLA:

AC 1791319 W2F2 251 00014 0 050120 2D 000000 A20004380495

MOD P00002 Funding Cumulative Funding

MOD P00003

710002 130082135700001



LLA:

AD 1701319 W3DP 251 00014 0 050120 2D 000000 A00005383613

710003 130082135700002

LLA:

AE 1701319 W3F3 251 00014 0 050120 2D 000000 A10005383613

MOD P00003 Funding **Cumulative Funding** MOD P00004

720001 130082135700003

LLA:

AE 1701319 W3F3 251 00014 0 050120 2D 000000 A10005383613

720002 130082135700004

LLA:

AF 1701319 W3AT 251 00014 0 050120 2D 000000 A20005383613

920001 130082135700005

LLA:

AF 1701319 W3AT 251 00014 0 050120 2D 000000 A20005383613

MOD P00004 Funding

Cumulative Funding

Accounting Data

CLIN/SLIN PR Number Amount

N0001418F3000P00005

710001 1300694564

LLA:

AC 1791319 W2F2 251 00014 0 050120 2D 000000 A20004380495

Standard Document #:

710002 130082135700001

LLA:

AD 1701319 W3DP 251 00014 0 050120 2D 000000 A00005383613

Standard Document #:

710003 130082135700002

LLA:

AE 1701319 W3F3 251 00014 0 050120 2D 000000 A10005383613

Standard Document #:

720001 130082135700003

LLA:

AE 1701319 W3F3 251 00014 0 050120 2D 000000 A10005383613

Standard Document #:

720002 130082135700004

LLA:

AF 1701319 W3AT 251 00014 0 050120 2D 000000 A20005383613

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Standard Document #:

720003 1300821357

LLA:

AC 1791319 W2F2 251 00014 0 050120 2D 000000 A20004380495

Standard Document #:

720004 1300821357

LLA:

AD 1701319 W3DP 251 00014 0 050120 2D 000000 A00005383613

Standard Document #:

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LLA:

AF 1701319 W3AT 251 00014 0 050120 2D 000000 A20005383613

Standard Document #:

MOD P00005 Funding:

Cumulative Funding:

N0001418F3000P00006

720005 130082135700010

LLA:

AG 1711319 W3F3 251 00014 0 050120 2D 000000 A30005383613

Standard Document #:

720006 130082135700011

LLA:

AH 1711319 W3AT 251 00014 0 050120 2D 000000 A40005383613

Standard Document #:

MOD P00006 Funding:

Cumulative Funding:

N0001418F3000P00007

730001 130082135700012

LLA:

AG 1711319 W3F3 251 00014 0 050120 2D 000000 A30005383613

Standard Document #:

730002 130082135700013

Accounting	Data
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LLA:

AH 1711319 W3AT 251 00014 0 050120 2D 000000 A40005383613

Standard Document #:

930001 130082135700014

LLA:

AH 1711319 W3AT 251 00014 0 050120 2D 000000 A40005383613

Standard Document #:

MOD P00007 Funding:

Cumulative Funding:

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LLA:

AJ 1721319 W3DP 251 00014 0 050120 2D 000000 A80005383613

Standard Document #:

730004 130082135700016

LLA:

AK 1721319 W3F3 251 00014 0 050120 2D 000000 A90005383613

Standard Document #:

MOD P00008 Funding:

Cumulative Funding:

N0001418F3000P00009

740001 130082135700017

LLA:

AK 1721319 W3F3 251 00014 0 050120 2D 000000 A90005383613

Standard Document #:

940001 130082135700018

LLA:

AK 1721319 W3F3 251 00014 0 050120 2D 000000 A90005383613

Standard Document #:

MOD P00009 Funding:

Cumulative Funding:

N0001418F3000P00010

Accounting Data

740002 130082135700020

LLA:

AK 1721319 W3F3 251 00014 0 050120 2D 000000 A90005383613

Standard Document #:

740003 130082135700021

LLA:

AJ 1721319 W3DP 251 00014 0 050120 2D 000000 A80005383613

Standard Document #:

740004 130082135700022

LLA:

AL 1721319 W3AT 251 00014 0 050120 2D 000000 B00005383613

Standard Document #:

940002 130082135700023

LLA:

AL 1721319 W3AT 251 00014 0 050120 2D 000000 B00005383613

Standard Document #:

MOD P00010 Funding:

Cumulative Funding:

N0001418F3000P00011

740005 130082135700024

LLA:

AK 1721319 W3F3 251 00014 0 050120 2D 000000 A90005383613

Standard Document #:

MOD P00011 Funding:

Cumulative Funding:

Section H - Special Contract Requirements

1.0 ENTERPRISE WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) REPORTS

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

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address www.ecmra.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 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year in accordance with Exhibit A, **CDRL Data Item No. A005**. Contractors may direct questions to the help desk at dod.ecmra.support.desk@mail.mil

2.0 SMALL BUSINESS SUBCONTRACTING OPPORTUNITIES

In accordance with FAR 19.705-2, the Contracting Officer has determined that a subcontracting plan is not required under this acquisition.

3.0 SET ASIDE

This is a 100% Small Business set-aside and performance will be subject to the Limitation of Subcontracts clause FAR 52.219-14 in the basic IDIQ contract.

4.0 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

5.0 SECURITY REQUIREMENTS

5.1 National Agency Checks (NAC)

The Contractor shall cooperate with government cognizant service authority performing National Agency Checks with Inquiries (NACI). All onsite contractor personnel that are not required to possess a security clearance shall be subject to NACI to determine their trustworthiness and to ensure the individual does not pose an unacceptable risk to the government agency. NACIs shall be requested by the Office of Naval Research (ONR) Security Division using the SF 85P, and the FD-258 fingerprint card, and will be forwarded to OPM for processing. The results of NACIs will be evaluated by ONR Security Division to determine and ensure the individual(s) who are permitted access to command persons, property, facilities, and controlled unclassified information are trustworthy. ONR will notify the contractor in writing whether the contract employee will be authorized initial and continued access to ONR. Onsite contractor personnel not deemed trustworthy or who commit security violation(s) will be immediately removed from ONR premises and shall not be permitted access.

5.2 Safeguarding Information and Nondisclosure Agreement

Contractor personnel assigned to this award are required to execute a Nondisclosure Agreement (NDA) prior to starting work. All contractor personnel shall complete and sign an NDA during their Check-In process. See Attachment No. 6.

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

5.3 General Security and Safeguarding Requirements

A DD Form 254, "Department of Defense Contract Security Classification Specification," will be required prior to access or production of any classified information. Additionally, the Contractor is required to safeguard the information labeled as proprietary.

5.4 Facility Security Clearance Requirements

Facility Security Clearance Requirements at the Top Secret level is required to support the PWS.

5.5 Personnel Security Clearance Requirements

Personnel Security Clearance at the Top Secret/Sensitive Compartmented Information (TS/SCI) level is required to support the PWS.

5.6 Privacy Act

All contractor personnel assigned to this task order will have access to information that may be subject to the Privacy Act of 1974. The contractor is required to ensure the proper safeguarding of such information to prevent unauthorized release. The Privacy Act clause(s) of the contractor's SeaPort contract are applicable to this task order.

6.0 PERSONALLY IDENTIFIABLE INFORMATION (PII)

Under the performance of this contract, the contractor will have access to Personal Identifiable Information (PII). PII refers to information that can be used to distinguish or trace an individual's identity. This includes such items as (but not limited to) a person's name, social security number, home/cell telephone numbers, email addresses, bank account information, and biometric records. In accordance with agency standards, the Contractor must properly mark and protect PII that is collected, maintained, created, or disseminated.

7.0 ORGANIZATION CONFLICT OF INTEREST (OCI)

- a. The parties hereto recognize that the effort to be performed by the Contractor under this contract creates a potential organizational conflict of interest such as is contemplated by Federal Acquisition Regulation (FAR) 9.505. Specifically, ONR has determined that an actual or potential organizational conflict of interest (OCI) exists when the Contractor (including its parent, subsidiaries, and affiliates) performs for ONR both systems engineering and technical assistance (SETA) or other support services and Research and Development (R&D) work. Such situations give rise to OCIs or potential OCIs based on impaired objectively, biased ground rules, and unequal access to information. The Contractor will not engage in any contractual undertakings or other activities that could create an organizational conflict of interest with its position under this contract, namely those activities that might impair its ability to render unbiased advice and recommendations and from which it may derive an unfair competitive advantage as a result of knowledge, information, and experience gained or work undertaken during the performance of this contract. The Contractor may submit a request to the Contracting Officer to waive the organizational conflict of interest as provided by FAR 9.503 or may submit a mitigation plan to the Contracting Officer for approval to allow participation in a related procurement or other activity. During the term of this contract, including any extensions by change order or supplemental agreement, and for a period of one year thereafter, the Contractor agrees that it will not supply the Office of Naval Research (ONR) under another contract or other arrangement as a prime contractor, subcontractor at any tier, or consultant to a supplier, any services, product, item or major component of an item or product that relates to any of the requirements under this contract or to work performed under it. The foregoing shall not preclude the Contractor from performing a follow-on contract for the same work (or a portion thereof) as that required under this contract.
- b. For the purpose of this clause, the term "Contractor" means the Contractor, its subcontractors, subsidiaries, affiliates, partners, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.
- c. Whenever performance of this contract requires access to another contractor's proprietary information, as required by FAR 9.505-4(b), the Contractor shall (i) enter into a written agreement with the other entities involved, as appropriate, to protect such proprietary information from unauthorized use or disclosure for as long as it remains proprietary and (ii) refrain from using such proprietary information other than as agreed to. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the Contracting Officer within fifteen (15) calendar days of execution.
- d. The Contractor shall educate its employees through appropriate means on the principles of FAR Subpart 9.5. Such education shall include, but not be limited to, training to ensure that employees refrain from using or disclosing proprietary information except as provided by executed agreement or as allowed by the contract. Further, the Contractor shall obtain from each of its employees, whose anticipated responsibility in connection with the work under this contract may be reasonably expected to involve access to such proprietary information, a written agreement (Attachment J-6), which in substance, shall provide that such employee will not, during his employment with the Contractor or thereafter improperly disclose such data or information.
- e. The Contractor shall hold the Government harmless and will indemnify the Government as to any cost or loss resulting from the unauthorized use or disclosure of any third-party proprietary information by its employees, the

employees of its subcontractors, or by its agents.

f. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government reserves the right to terminate this contract for default, disqualify the Contractor from subsequent related contractual efforts, and to pursue any other available legal remedies. If in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest subsequent to contract award, the contracting officer may choose to terminate this contract for the convenience of the government, when such termination is deemed to be in the best interest of the Government.

g. The Contractor will include the same provisions as are expressed in this clause, including this paragraph, in all subcontracts awarded for performance of any portion of this requirement. Subcontract restrictions will be limited, however, to the technical area(s) addressed in the specific statement of work in the subcontractor's contract. The subcontractor shall not participate in any ONR contract in the applicable technical area(s) without written approval of the ONR Contracting Officer. This restriction is applicable throughout the period of performance of the subcontract, and any extensions thereof by change order or supplemental agreement. Use of a subcontractor on this contract is not permitted without prior approval of the ONR Contracting Officer. When the provisions of this clause are included in a subcontract, the term "contracting officer" shall represent the head of the contracting office of the prime contractor. Any deviations or less restrictive coverage deemed necessary or required by the prime contractor for a particular subcontract must first be submitted to the government contracting officer for approval.

Subcontractors, on a case-by-case basis, may make a request, through the prime contractor, for a revision to the ONR OCI clause restrictions outlined above.

8.0 OTHER DIRECT COSTS (ODCs)

ODCs (Travel) will be reimbursed at cost without burdens, profit, fee, handling charges, general and administrative costs, overhead or any other indirect cost.

Contractor's travel costs shall be reimbursed in accordance with FAR 31.205-46 at rates not to exceed the maximum locality per diem rates (the combination of lodging, meals and incidentals) in effect at the time of travel, as set forth in the Federal Travel Regulations, Joint Travel Regulation and Standards Regulations, Section 925, as applicable. For educational Contractor's, travel shall be reimbursed in accordance with OMB Circular A-21.

The Government is not obligated to reimburse the Contractor for otherwise reimbursable expenses in excess of the funded amount stated on the applicable travel CLIN. Travel will be reimbursed without profit/fee.

All Contractor travel arrangements including: clearance requests, hotel accommodations, travel orders, and visa/passport requirements, are the Contractor's responsibility. All requests for travel must be made in advance to the Contracting Officer's Representative (COR). No travel is allowable until authorized by the COR.

Purchases of all items (travel) must be approved in advance by the COR in writing. The purchase of any computer or magnetic media (i.e. hard drives, flash drives) must be approved by the COR and Contracting Officer prior to purchase in writing. In accordance with Navy Telecommunication Directive 03-11, ANY such device connected to the Navy Marine Corps Intranet Network shall be turned over to the Government for disposal at the end of contract performance. To prevent forfeiture of ownership, the contractor may NOT connect any privately-owned device to a Government network.

Forfeiture of ownership in accordance with 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 forfeiture 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 cost totals cannot exceed the annual Not-to-Exceed (NTE) amount as specified below for each CLIN:

CLIN	Annual Not-to-Exceed Amount	
9000		
9100		!
9200		
9300		!
9400		!

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

9.0 SPECIAL REQUIREMENTS FOR SERVICE CONTRACTS

- a. Inherently Governmental Functions No inherently government functions as defined in FAR 2.101 and FAR 7.5 are to be performed by the contractor or contractor personnel performing under this contract. Contractor employees shall not participate in any deliberations or meetings intended to exercise an inherently governmental function. All final determinations such as binding the United States to take or not to take some action, selecting program priorities, and providing direction to Federal employees shall be made by the government. The contractor shall immediately notify the Contracting Officer's Representative (COR) and the Contracting Officer if performance of an activity would result in the performance of an inherently governmental function.
- b. Non-Personal Services Contract In accordance with FAR 37.101, this contract is a non-personal services contract. Contractor personnel rendering the services shall not be subject, either by the contract's terms or by the manner of its administration, to the continuous supervision and control of a Government officer or employee. The Contractor shall immediately notify the COR and the Contracting Officer if, through contract administration, the actions of a government employee will result in the performance of a personal services contract.
- c. Identification of Contractor Personnel In accordance with DFARS 211.106, contractor personnel shall never identify themselves as representing the Office of Naval Research (ONR), but rather shall identify themselves as being under contract to ONR. To that end, contractor personnel shall 1) identify themselves as contractor personnel at meetings by introducing themselves or being introduced as contractor personnel; 2) display distinguishing badges or other visible identification for meetings with Government personnel; 3) identify themselves as contractor employees in telephone conversations, formal and informal (e.g. email, email signatures) written correspondence, when using fax cover sheets, and on business cards (letterhead, fax cover sheets, and business cards may include the "Office of Naval Research" name, but shall not include the Office of Naval Research logo or any related graphic); and 4) identify themselves as contractor personnel on office name plates and office space markings.

10.0 PERSONNEL MANNING AND REPLACEMENT

- a. Personnel provided under this task order are critical to the mission of ONR. The contractor is expected to minimize employee turnover with respect to personnel performing under this task order.
- b. All personnel under this task order shall possess sufficient breadth and depth of applicable experience to provide pertinent support independently.
- c. All key personnel performing under this task order must meet or exceed the personnel qualifications of those key personnel proposed and accepted at the time of task order award. All non-key personnel performing under this task order must meet or exceed the personnel qualifications set forth in Section C, Paragraph 3.0 of the task order. The Government shall have a minimum of seven (7) business days to review the qualifications of replacement personnel

prior to the personnel reporting to work. The Contractor shall be prepared to provide other personnel immediately (within seven (7) business days) should the replacement personnel be considered unqualified.

d. In the event that contractor personnel are not meeting the requirements in the PWS identified in Section C, Paragraphs 3.1 and 3.2, the COR or the Contracting Officer will notify the Contractor of the issues regarding the contractor's personnel. The contractor will have thirty (30) days to remedy the situation in a manner that is acceptable to the Government. A mutual effort will be made to resolve all problems and issues identified.

11.0 KEY PERSONNEL

- a. The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel." No substitutions may be made except in accordance with this clause.
- b. The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the COR and the Contracting Officer and provide the information described below. After the initial ninety (90) day period the Contractor must submit to the COR all proposed substitutions, in writing, at least 30 days in advance (45 days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph below.
- c. Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the COR and Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the individual proposed at the time of proposal submission. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.
- d. In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

Labor Category	First/M/Last Name
Senior Program Manager	
Engineer	
Program Analyst	

12.0 CONSENT TO SUBCONTRACT AND/OR HIRE CONSULTANTS

The services of the following subcontractors and consultants have been identified as necessary

for the performance of this task order:

Identified Subcontractor(s)	Base/Option Period	Estimated Cost
N/A		

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

The preceding listing of subcontracts were evaluated during negotiations as required by Paragraph (j) of the contract clause at FAR 52.244-2 entitled "Subcontracts" and therefore do not require consent in accordance with paragraphs (c) and (e) of the Subcontracts clause. This consent is based upon the information submitted by the prime contractor in accordance with FAR 52.244-2 (e) (1) (i) through (vii).

For additional subcontracts beyond those listed above, the Contracting Officer's written consent to subcontract is only required in accordance with Paragraphs (b), (c), and (d) of FAR 52.244-2. ONR has delegated contract administration to the Administrative Contracting Officer (ACO) at the cognizant Contract Administration Office. Although ONR has provided authority to subcontract for the preceding list of subcontracts, ONR is not retaining any post award function for the consent of subcontracts in accordance with FAR 42.302(a)(51). Therefore, any consents to subcontract required in accordance with FAR 52.244-2 after task order award shall be delegated to the ACO for action by the Contracting Officer.

13.0 CONTRACTOR PERSONNEL CHECK IN/CHECK OUT PROCEDURES

- a. It shall be the contractor's responsibility to ensure that all contractor personnel (Prime and Sub-Labor) comply with ONR's internal check-in for onboarding contractor personnel in accordance with Attachment No. 4 entitled "Check-In- Contractors (CTR)".
- b. It shall be the contractor's responsibility to ensure that all contractor personnel (Prime and Sub-Labor) comply with ONR's internal check-out Procedures for contractor personnel in accordance with Attachment No. 5 entitled "Check-Out Contractors (CTR)".
- c. All Contractor Personnel shall also comply with the following additional check out procedure(s):

Turn in classified records (if applicable).

14.0 COMMON ACCESS CARD (CAC) FOR CONTRACTOR EMPLOYEES

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

- a. Subject's fingerprints have been submitted to the Office of Personnel Management (OPM) and determined favorable.
- b. Subject has an initiated or completed NACI or equivalent investigation type.
- c. A visit request has been submitted to ONR Security and approved by the appropriate ONR Code Administrative Office (AO).

15.0 CONTRACTOR PERSONNEL INITIAL ORIENTATION

All Contractor personnel shall receive an initial orientation provided by PMR-51 at ONR Headquarters, during their Check-In process.

16.0 CONTRACTOR PERSONNEL TERMINATION POLICY

It shall be the contractor's responsibility to ensure that termination of all contractor personnel (Prime and Sub-Labor) is handled off-site to avoid disruption of ongoing work functions at ONR Headquarters.

Terminated contractor personnel who possess ONR or other government assets shall return all assets to the contractor's Program Manager on their last day of working on-site at ONR. The contractor's Program Manager shall deliver all ONR and other government assets to the ONR Contracting Officer Representative (COR) or Alternate COR no later than three (3) business days after termination of the contractor's employee.

17.0 COUNTER INTELLIGENCE AWARENESS AND REPORTING (CIAR) TRAINING

All contractor personnel shall attend Counter Intelligence Awareness and Reporting (CIAR) Training in accordance with the DoD Directive 5240.06 within thirty (30) days of their first day of work supporting ONR and annually thereafter. This training will be provided by ONR Security.

18.0 OTHER TRAINING

All Contractor support personnel shall complete annual organization specific mandatory training as required in accordance with DoD, Navy, and ONR policy. Training will include but is not limited to: DoD Cyber Awareness, Privacy and Personally Identifiable Information (PII) Awareness, and general operation security (OPSEC) within the first 90 days.

19.0 ON-SITE WORKING CONDITIONS, HOLIDAYS AND OTHER CLOSURES

- a. ONR Headquarters and the ONR PMR-51 Office are a smoking restricted workplace. Due to the nature of the work, facilities, and requirements, contractor staff may smoke only outside in designated smoking areas.
- b. ONR conforms to public holidays for federal employees. Contractor support will not be required on public holidays or other days designated as holidays, except to the extent that travel for operational requirements are scheduled. ONR facilities will be closed and unavailable to contractor personnel on these days:

New Year's Day January 1st*

Martin Luther King's Birthday Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day July 4th*

Labor Day First Monday in September

Columbus Day Second Monday in October

Veterans Day November 11th*

Thanksgiving Day Fourth Thursday in November

Christmas Day December 25th*

*If the holiday falls on a Saturday, the Government holiday will be observed the preceding Friday. If the Government holiday falls on a Sunday, the observance will be on the following Monday.

- c. In addition to the days designed as holidays, the Government observes the following days:
- Any other day designated by Federal Statute
- Any other day designated by Executive Order
- Presidential Inauguration Day
- Any other day designated by the President's Proclamation
- d. In the event the Government is closed for any other purpose (e.g., inclement weather, furlough), contractor support personnel may be authorized to work, provided permission is granted by the COR.
- e. Contractor employees who wish to attend ONR organizational events, such as a picnic or holiday party, must seek approval to do so from the Contractor. The government will not reimburse the Contractor for the cost of labor or any other expense associated with attendance at such events.
- f. Authorization for government personnel to depart early for reasons unrelated to the closure of government offices (e.g., granted 59 minutes) shall not apply to Contractor employees. The government will not reimburse the Contractor for the cost of labor or any other expense associated with the early departure of its employees under such circumstances.
- g. The Contractor is responsible for the management of its employees, including approving absences for sickness, training, and vacation; however, the Contractor will inform the COR of the absence. Despite the absence, the Contractor shall remain responsible for providing services as required by the contract.

20.0 HOURS OF OPERATION

- a. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS. The stability and continuity of the workforce are essential.
- b. Support must be provided during ONR's core business hours, which begin between the hours of 6:00 and 10:00 am and end between 3:00 and 6:30 pm.
- c. Consistent with ONR's core business hours, the Contractor shall provide effort described in this contract, eight (8) eight hours per day, forty hours per week, Monday through Friday. With COR approval, the Contractor may adjust individual employee schedules such that during a two-week period of eighty hours, an employee may work eight, nine-hour days; one, eight-hour day; and have one day off. The day off must be either a Monday or Friday.
- d. The Contractor is not required to provide support on holidays and other days as set forth in the ONR On-Site Working Conditions, Holidays and Other Closures paragraph in this section. Additionally, the Contractor is permitted fifteen working days per employee, per performance period for absences attributable to other reasons such as vacation or illness. The contractor shall provide 1,880 hours of support per performance period, per FTE.

21.0 TELEWORK

- a. Telework may be authorized by the COR or ACOR if it is determined the work to be performed can be accomplished offsite. In the case of a Government shutdown/furlough approval by the PCO would also be required in addition to the COR or ACOR. Teleworking must be at no additional cost to the government and not detrimental to contract performance.
- b. During authorized telework periods, contractors are authorized to use appropriate government furnished equipment to accomplish specific tasks outlined in work plan.

22.0 INCORPORATION OF CONTRACTOR'S PROPOSAL

Contractor's proposal number ISM-17-243 dated 26 October 2017, including any revision thereto, is incorporated herein by reference with the same force and effect as if set forth in full text. Nothing in the contractor's proposal shall constitute a waiver of any of the terms of the contract. For purposes of FAR clause 52.218-8 "Order of Precedence", the contractor's technical proposal shall be considered a Specification but the Government's PWS shall take precedence over the contractor's proposal.

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

- a. Continual monitoring of performance is one critical element to the success of the contract. Performance evaluation reports will be prepared at the time of final acceptance of work, termination, annually or other times, as appropriate. Performance evaluations are done in CPARS at www.cpars.gov by focusing on elements of quality control, effectiveness of management, timely performance and compliance with safety standards.
- b. If the COR concludes that a contractor's overall performance is less than satisfactory, the contractor shall be advised in writing. Contractors taking exception to the evaluation ratings are encouraged to submit comments in writing within CPARS. If the contractor submits written comments, the COR shall include them in the report, resolve any alleged factual discrepancies, and make appropriate changes to the report. If the contractor's performance is found to be less than satisfactory, actions may warrant the Government to make new arrangements with different suppliers or modify existing arrangements.
- c. The prime contractor is responsible for the management, performance and monitoring of all subcontractors who are working on this contract. If a subcontractor's performance is less than satisfactory, the Government expects the prime contractor to take effective actions to correct less than satisfactory performance. Less than satisfactory performance by a subcontractor may reflect adversely on the contractor's performance evaluation within the CPARS system.

24.0 PROGRAM REVIEW WITH ONR

- a. The Contractor and COR, and if necessary the Contracting Officer and Contract Specialist shall meet to review performance under this contract, to determine on-going status, to identify and resolve problems, and to provide information to decision-maker(s).
- b. A Post Award Kick-Off meeting will be schedule within seven (7) business days of award notification. The post award kick-off meeting will be attended by the Contracting Officer, Contract Specialist, COR, and any other required members of the program office, as well as member of the contractor's management team responsible for successful execution of the subject effort.
- c. Thereafter, the Contractor and COR, and if necessary the Contracting Officer and Contract Specialist shall meet quarterly to discuss key process indicators, process deficiencies and problem resolutions. During these meetings, the Contractor's performance and any existing problems will be discussed. A mutual effort will be made to resolve all problems and issues identified.

25.0 CONTRACTOR'S AUTHORIZED POINT OF CONTACT

a. The Contractor's point of	f contact for the Contracting	ng Officer regarding any	y contractual mat	ters on this tasl	k ordei
is:					

Contract Coordinator Name:	
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Phone:	
_	
Email:	

b. The contractor shall notify the Contracting Officer in writing of any changes in the above listed person within five (5) business days of the change.

26.0 TECHNICAL DIRECTION

- a. Performance of the work hereunder is subject to the technical direction of the COR designated in this contract, or duly authorized representative. Technical direction includes the following:
- 1. Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the objective described in the PWS;
- 2. Guidelines to Contractor which assist in the interpretation of drawings, specifications or technical portions of work description;
- b. Technical direction must be within the general scope of the work stated in the contract. Technical direction may not be used to:
- 1. Assign addition work under the contract;
- 2. Direct a change as defined in the contract clause entitled "Changes";
- 3. Increase or decrease the estimated contract cost, the fixed fee or the time required for contract performance; or
- 4. Change any of the terms, conditions or specifications of the contract.
- c. The only individual authorized to in any way amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the option of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten working days after it receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.
- d. Nothing in the foregoing paragraphs may be construed to excuse the Contractor from performing that portion of the work statement which is not affected by the disputed technical direction.

27.0 CHANGES ONLY BY CONTRACTING OFFICER

- a. No order, statement or conduct of Government persons who meet or communicate with the contractor during the performance of this contract shall constitute a change under the "changes" clause of this contract.
- b. The contractor shall not comply with any order, direction or request of Government personnel that alters the terms of the task order unless it has been approved in writing and signed by the Contracting Officer.
- c. The Contracting Officer is the only person authorized to approve changes to any of the requirements of this contract. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in contract price or period of performance to cover any increase in costs incurred as a result thereof.

28.0 GOVERNMENT FURNISHED RESOURCES (GFR)

The Government will provide a basic workstation consisting of a desk, chair, phone, lighting, and computer for contractor personnel working on government facilities. The computer will be Navy Marine Corps Intranet (NMCI) approved and adhere to Navy Information Technology regulations. The Government will also provide office supplies, information, material and forms unique to the Government for supporting the task order. If the Contractor believes that other Government resources are necessary for task order performance, it must request those resources from the Contracting Officer through the COR. The Contracting Officer is not obligated to provide those resources.

With the exception to the basic facility terms items noted above and in accordance with the general guidance in FAR Part 45.102, Contractors are required to furnish all property necessary to perform on Government contracts or orders. The purchase of computer equipment shall not be proposed as a direct charge under this solicitation. For security purposes, computers may be required to be authorized and approved by ONR for use. Contractors not working on government facilities will be required to obtain Navy Marine Corps Intranet (NMCI) seats to perform the task order PWS. During the performance of the task order, if either party (Government or Contractor) identifies additional NMCI seat requirements needed by the Contractor to perform its duties, ONR officials will work with the Contractor to obtain an NMCI seat in a timely manner and, if necessary, will pursue a mutually satisfactory agreement in regards to any formal modifications or changes to the dollar values of the task order as a result of the emerging NMCI requirements.

During the term of the task order, the Government may replace, modify, or improve equipment, systems, at the Government's expense and by means not associated with this task order. All replaced, improved, updated, or modernized, equipment and systems shall be operated by the Contractor at no additional cost to the Government unless such changes result in an increase or decrease in task order requirements. Any training for software updates for Government systems will be provided by the Government to contractor personnel.

29.0 GOVERNMENT FURNISHED EQUIPMENT AND GOVERNMENT FURNISHED MATERIALS (GFE/GFM) REPORT

The Contractor shall maintain accountability and inventory records of all GFE and GFM, i.e. laptops and mobiKey, furnished by the Government. This report shall be provided, as required (but no more frequently than annually) and with the final annual summary report of the final Option CLIN exercised. The Contractor shall incorporate COR and Contracting Officer recommendations in developing the format of this report.

30.0 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 shall not be charged to this Task Order as a direct cost. There is no charge associated with parking at Joint Base Anacostia-Bolling.

31.0 PRINTING AND HIGH SPEED HIGH VOLUME DUPLICATING

The scope of this order does not include printing and high speed high volume duplicating. The Defense Logistics Agency shall serve as the manager for printing and high speed high volume duplicating. Requests shall be forwarded to the COR for review one month before the required due date. The COR will then submit approved requests to ONR BD042 two (2) weeks before the required due date.

32.0 FOOD

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

33.0 LEVEL OF EFFORT

a. The Contractor agrees to provide the level of effort specified below in performance of the work described in the PWS of this task 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.

CLIN	Hours Per Period
CLIN 7000 - Base, Year 1	
Senior Program Manager	
Engineer	
Program Analyst	
CLIN 7100 - Option I, Year 2	
Senior Program Manager	
Engineer	
Program Analyst	· :
CLIN 7200 - Option II, Year 3	!
Senior Program Manager	
Engineer	
Program Analyst	
CLIN 7300 - Option III, Year 4	· :
Senior Program Manager	
Engineer	:
Program Analyst	
CLIN 7400 - Option IV, Year 5	
	· :
Senior Program Manager	<u> </u>
Engineer	
Program Analyst	
Total	

Note: 1,880 hours is equivalent to one (1) man-year, which is based on a 2,080 man-year taking into consideration fifteen (15) days of leave (vacation and sick) and ten (10) federal holidays.

- b. Listed above are both compensated and uncompensated man-hours associated with this task 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 uncompensated/TTA effort is indicated in the above table, any such effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- c. Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- d. The level of effort for this contract shall be expended at an average rate of approximately hours per month. 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. 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, 85% of the total level of effort has been expended.
- f. 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.
- g. 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.
- h. 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 (I	Required LOE - E	xpended LOE)
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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.
- i. In the event the government fails to fully fund the contract in a timely manner, the term of the contract will 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 the effort which was performed.
- j. As detailed in Section F, the primary worksite under this task order is on-site at ONR Headquarters, Arlington, VA and ONR PMR-51 Office, Joint Base Anacostia-Bolling, Washington DC . Telework maybe authorized under this task order by the COR or ACOR if it is determined the work to be performed can be accomplished offsite. If telework is authorized the Contractor may permit its employees to work at locations other than ONR Headquarters and ONR PMR-51 Office, pursuant to the Contractor's alternative worksite and telework policy, provided the COR concurs the alternative worksite arrangements are not detrimental to contract performance. The Government reserves the right to review the Contractor's alternative worksite and teleworking policy. Regardless of 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 and teleworking plan if authorized.

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- k. 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 that was estimated by the government or proposed by the Contractor.
- l. 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 Cost" or "Limitation of Funds", either of which clauses as incorporation herein applies to this task order.

34.0 INCREASES IN LEVEL OF EFFORT (COST-REIMBURSEMENT)

a. In addition to any other option rights that may be provided to the Government by this task order, the Government shall have the right, within any given task order period established in Section F of this task order, to increase the level of effort for direct labor by up to thirty percent (30%) of the total level of effort for that task order period at the same labor mix as proposed and accepted 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:

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

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

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 task order 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 for direct labor and adjusting the Level of Effort provision for the affected contract period.

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 both reference and full text.

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acquisition.gov/far/

http://www.acq.osd.mil/dpap/

(End of clause)

FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Defense Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

ADDITIONAL FAR AND DFARS CLAUSES

Clauses Incorporated by Reference

FAR 52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)	
FAR 52.203-18	Prohibition on Contracting with Entities that Require Certain Internal	
	Confidentiality Agreements or Statements-Representation (JAN 2017)	
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or	
	Statement (JAN 2017)	
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems (JUN	
	2016)	
FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video	
	Surveillance Services or Equipment.	
FAR 52.204-26	Covered Telecommunication Equipment or Services-Representation.	
	(OCT 2020)	
FAR 52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals	
	Representation (DEC 2016)	
FAR 52.244-6	Subcontracts for Commercial Items (JAN 2017)	
DFARS 252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	
	(OCT 2016)	

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DFARS 252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported	
	Cyber Incident Information (OCT 2016)	
DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident	
	Reporting (OCT 2016)	

Clauses Incorporated by Full Text

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

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

(End of clause)

FAR 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

Section J - List of Attachments

Attachment No. 1: Quality Assurance Surveillance Plan (QASP)

Attachment No. 2: COR Appointment Letter - LCDR Otero

Attachment No 3: DoD Security Classification Form DD254

Attachment No. 4: Check-In Contractor (CTR)

Attachment No. 5: Check-Out Contractor (CTR)

Attachment No. 6: Nondisclosure Agreement (NDA)

Exhibit A: Contract Data Requirements List (CDRL DD Form 1423) - Revision 1

Attachment Number	File Name	Description
	Check-Out-Contractor(CTR).pdf	Attachment No. 5: Check-Out Contractor (CTR)
	Check-In-Contractor(CTR).pdf	Attachment No. 4: Check-In Contractor (CTR)
	CDRLFINALasof1March.pdf	Exhibit A: Contract Data Requirements List (CDRL DD Form 1423)
	CORAppointmentLetterSigned.pdf	Attachment No. 2: COR Appointment Letter - LCDR Otero
	NDA-COIContractorDEC2015.pdf	Attachment No. 6: Nondisclosure Agreement (NDA)
	DD2549MarchFinal.pdf	Attachment No 3 DoD Security Classification Form DD254
	QASPFINAL.pdf	Attachment No. 1: Quality Assurance Surveillance Plan (QASP)
	ICIDRI Revision I not	Exhibit A: Contract Data Requirements List (CDRL DD Form 1423) - Revision 1