

2. AMENDMENT/MODIFICATION NO. 12	3. EFFECTIVE DATE 15-Dec-2014	4. REQUISITION/PURCHASE REQ. NO. 1300315610	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY Office of Naval Research 875 N. Randolph St Arlington VA 22203-1995	CODE N00014	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 14501 George Carter Way Chantilly VA 20151	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) CACI TECHNOLOGIES INC. 14370 Newbrook Drive Chantilly VA 20151-2218		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4026-EE01
		10B. DATED (SEE ITEM 13) 16-Dec-2011
CAGE CODE 8D014	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Bilateral IAW FAR 43.103(a); FAR 52.217-9, Option to Extend the Term of the Contract

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) Katie Midkiff	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wade D Wargo, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/Katie Midkiff (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY /s/Wade D Wargo (Signature of Contracting Officer)
15C. DATE SIGNED 05-Aug-2014	16C. DATE SIGNED 22-Sep-2014

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GENERAL INFORMATION

The purpose of this modification is to (1) Exercise the Option for Period Four, (2) Provide an Increment of Funding on CLIN7000 and CLIN9000 of the Task Order, (3) Revise Section F entitled, "Deliverables or Performance", and (4) Revise Section G paragraph 1.3 entitled "Allotment of Funds" Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$3,359,991.88 by \$84,411.12 to \$3,444,403.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700001	RDT&E	0.00	4,411.12	4,411.12
700002	RDT&E	0.00	75,000.00	75,000.00
900001	RDT&E	0.00	5,000.00	5,000.00

The total value of the order is hereby increased from \$5,565,246.00 by \$1,923,018.00 to \$7,488,264.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7000	0.00	1,883,018.00	1,883,018.00
9000	0.00	40,000.00	40,000.00

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

CLIN/SLIN	From	To
7000	6/20/2014 - 6/19/2015	12/15/2014 - 12/14/2015
9000	6/20/2014 - 6/19/2015	12/15/2014 - 12/14/2015

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R408	Base for Period I(12 months) - Technical, Programmatic, andEngineering Support Services for the Office ofNaval Research Electric Warfare Science and Technology Department ONR Code 312EW (RDT&E)					\$1,799,908.00
400001	R408	Funding for CLIN 4000 (RDT&E)					
400002	R408	Funding for CLIN 4000 (RDT&E)					
400003	R408	Funding for CLIN 4000 (RDT&E)					
400004	R408	Funding for CLIN 4000 (RDT&E)					
400005	R408	Funding for CLIN 4000 (RDT&E)					
400006	R408	Funding for CLIN 4000 (RDT&E)					
400007	R408	Funding for CLIN 4000 (RDT&E)					
4100	R408	EXERCISED - Option for PeriodII (12 months) - Technical, Programmatic, andEngineering Support Services for the Office ofNaval Research Electric Warfare Science and Technology Department ONR Code 312EW (RDT&E)					\$1,803,150.00
410001	R408	Funding for CLIN 4100 (RDT&E)					
410002	R408	Funding for CLIN 4100 (RDT&E)					
410003	R408	Funding for CLIN 4100 (RDT&E)					
410004	R408	Funding for CLIN 4100 (RDT&E)					
410005	R408	Funding for CLIN 4100 (RDT&E)					
410006	R408	Funding for CLIN 4100 (RDT&E)					
4200	R408	EXERCISED - Option for PeriodIII (12 months) -Technical, Programmatic, andEngineering Support Services for the Office ofNaval Research Electric Warfare Science and Technology Department ONR Code 312EW (RDT&E)					\$1,842,188.00
420001	R408	Incremental Funding for CLIN 4200 \$82,000.00 (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
420002	R408	Incremental Funding for CLIN 4200 \$120,000.00 (RDT&E)					
420003	R408	Incremental Funding for CLIN 4200 \$402,637.00 (RDT&E)					
420004	R408	Incremental Funding for CLIN 4200 \$475,110.00 (RDT&E)					
420005	R408	Incremental Funding for CLIN 4200 \$80,588.88 (RDT&E)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R408	Base for Period I(12 months) - Other Direct Costs Not-to-Exceed CLIN associated with Technical, Programmatic, andEngineering Support Services for the Office ofNaval Research Electric Warfare Science and Technology Department ONR Code 312EW CLIN 4000 (RDT&E)	1.0	LO	\$40,000.00
600001	R408	Funding for CLIN 6000 (RDT&E)			
600002	R408	Funding for CLIN 6000 (RDT&E)			
6100	R408	EXERCISED - Option for PeriodII (12 months) - Other Direct Costs Not-to-Exceed CLIN associated with Technical, Programmatic, andEngineering Support Services for the Office ofNaval Research Electric Warfare Science and Technology Department ONR Code 312EW CLIN 4100 (RDT&E)	1.0	LO	\$40,000.00
610001	R408	Funding for CLIN 6100 (RDT&E)			
610002	R408	Funding for CLIN 6100 (RDT&E)			
6200	R408	EXERCISED - Option for PeriodIII (12 months) -Other Direct Costs Not-to-Exceed CLIN associated with Technical, Programmatic, andEngineering Support Services for the Office ofNaval Research Electric Warfare Science and Technology Department ONR 312EW CLIN 4200. (RDT&E)	1.0	LO	\$40,000.00
620001	R408	Funding for CLIN 6200 (RDT&E)			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R408	EXERCISED - Option for PeriodIV (12 months) - Technical, Programmatic, andEngineering Support Services for the Office ofNaval Research Electric Warfare Science and Technology Department ONR Code 312EW (RDT&E)	██████	█	██████████	██████████	\$1,883,018.00
700001	R408	Incremental Funding for CLIN 7000 \$4,411.12 (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700002	R408	Incremental Funding for CLIN 7000 \$75,000.00 (RDT&E)					
7100	R408	Option for PeriodV (12 months) - Technical, Programmatic, andEngineering Support Services for the Office ofNaval Research Electric Warfare Science and Technology Department ONR Code 312EW (RDT&E) Option					\$1,924,738.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R408	EXERCISED - Option for PeriodIV(12 months) - Other Direct Costs Not-to-Exceed CLIN associated with Technical, Programmatic, andEngineering Support Services for the Office ofNaval Research Electric Warfare Science and Technology Department ONR Code 312EW CLIN 7000 (RDT&E)	1.0	LO	\$40,000.00
900001	R408	Incremental Funding for CLIN 9000 \$5,000.00 (RDT&E)			
9100	R408	Option for PeriodV (12 months) - Other Direct Costs Not-to-Exceed CLIN associated with Technical, Programmatic, andEngineering Support Services for the Office ofNaval Research Electric Warfare Science and Technology Department ONR Code 312EW CLIN 7100 (RDT&E) Option	1.0	LO	\$40,000.00

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 Background

The Office of Naval Research (ONR) Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) Department; Electronics, Sensors and Network Research Division (Code 312) manages science and technology programs in surveillance, communications, electronic warfare, and navigation. This requirement specifically addresses the Electronic Warfare (EW) Science and Technology (S&T) program area (Code 312EW). The EW technology area is broad in scope, encompassing a wide range of scientific disciplines – physics, mathematics, electrical engineering, computer science, chemistry, and materials science. Electronic Warfare as a military discipline is highly specialized and associated technology projects are focused on developing detection/identification capabilities as well as countermeasures to current and emerging weapon systems which are controlled by, or depend on, use of the electromagnetic spectrum.

ONR 312EW is divided into three technology thrusts: (1) EW Radio Frequency (RF) S&T, (2) EW Electro-Optical/Infrared (EO/IR) S&T, and (3) Multi-Function Communications and Electronic Warfare (EW) for Counter Radio-Controlled Improvised Explosive Devices (C-RCIED). Management responsibilities encompass 6.2 (exploratory research) and 6.3 (advanced development) EW S&T programs through the ONR Discovery and Invention (D&I) and Future Naval Capabilities (FNC) technology development processes, and some 6.4 (systems development) EW related programs. ONR 312EW also provides the technical management and oversight of EW related Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) programs. ONR 312EW participates in various Office of Secretary of Defense level EW program planning and coordination panels such as the EW Technology Task Force (EWTTF) and Defense Reliance sponsored joint technology coordinating panels. ONR also maintains close liaison with the Army and Air Force EW S&T laboratories and periodically holds meetings/reviews with each separately or as a group to coordinate EW activity. Finally, ONR 312EW participates in The Technical Cooperation Program (TTCP), an international organization that collaborates in defense S&T information exchange and shared research activities for multiple international science and technology cooperative efforts.

2.0 Statement of Work

2.1 Objective

This solicitation seeks technical, programmatic, and engineering support services in following tasks:

- S&T planning, management, and support
- Program assessments
- War-gaming
- Fleet exercise planning and support
- Systems Engineering and Integration (SE&I) services
- Component and subsystem analysis and development
- Liaison with government, academia, and industry
- Remain cognizant of state-of-the-art in the EW technology area and of military strategy, operations, tactics, training, and capabilities

The contractor shall provide technical and program management support to ensure the successful accomplishment of the ONR 312EW mission to develop new EW technologies for the U.S. Navy and Marine Corps. The contractor shall provide specialized assistance to ONR 312EW in developing and transitioning EW S&T technologies to Navy Systems Command (SYSCOM) Research, Development, Test and Evaluation (RDT&E) managers for system/subsystem development, production and deployment. The contractor shall further assist ONR 312EW in planning, management, and oversight of specific projects, as well as liaison with multiple government agencies to maximize opportunities for technology transition.

2.2 Scope

The contractor shall provide the following services.

2.2.1 Programmatic Management Support.

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The contractor shall assist ONR 312EW with the implementation of long-term vision, provide assistance in documenting and reporting mid-term planning, and perform day-to-day technology development oversight, technical tracking support, and transition planning and coordination. The contractor shall perform budgeting, tracking, and reporting of ONR 312EW project funding profiles using ONR's internal funds initiation/execution/tracking program. Performing this task is an essential support function required for financial program management. The Contractor shall also assist in creating, reviewing, editing, and submitting programmatic documentation and responses to information requests for both internal ONR and external (Congress, Office of the Secretary of Defense (OSD), Office of the Chief of Naval Operations (OPNAV), Secretary of the Navy (SECNAV), and Chief of Naval Operations (CNO) review.

2.2.2 Technical Oversight and Consultation Support.

The Contractor shall contribute to the ONR 312EW collaborative effort among academic, commercial, and government experts in the RF, EO/IR and RCIED domains, as well as integrated EW technologies such as multi-mode (mixed RF and EO/IR) systems, network-enabled capabilities, hardkill/softkill integration, and modeling and simulation techniques. Such support will predominantly focus on the feasibility, applicability, and cost of developing promising technologies having application in the EW mission area.

2.2.3 War-game Participation

ONR continually updates its S&T investment plans to address operational capability shortfalls that the United States Naval Forces will face. War-games are occasionally used as a means of developing before and after metrics for EW S&T. If required, the Contractor shall provide personnel and services to support the planning, designing, coordinating, and managing of all aspects of EW war-games. The tasks may include but are not limited to the following.

- War-game Design and Planning: The contractor shall ensure the EW war-game design provides for player participation by representatives of the functional-area advocates, resource requirements officers, and the operating forces.
- Execution: The contractor shall identify and coordinate the execution required to play the EW war-game. Facilities will be available at no cost to this contract.
- Post Execution: The contractor shall liaison between game designers and S&T personnel for the purposes of identifying operational shortfalls. The contractor shall characterize operational shortfalls according to those that require potential technology solutions and those that do not. The contractor shall ensure shortfalls requiring technology solutions are prioritized by the game players. The contractor shall assist in developing EW S&T requirements that stem from the prioritized shortfall list.
- Summary Game Report: At the conclusion of the war-game, the contractor shall write a summary game report in which the limitations of current forces and the implied EW S&T challenges of those limitations will be identified. The contractor will provide a review draft of the final report within twenty (20) working days of the end of the game. A final report, incorporating the sponsor's comments, shall be provided within five (5) working days of the receipt of the sponsor's comments.

2.2.4 Future Naval Capabilities (FNC) Support and Maintenance

The contractor shall provide personnel to coordinate the preparation of all related EW FNC Program Documentation and their periodic updates. With the guidance of the Contracting Officer Representative (COR), the contractor shall perform the following tasks:

- Coordinate FNC Inputs: The contractor shall ensure the FNC Principal Investigator (PI) has the latest required formats, and will ensure each understands how his/her programs must be incorporated and displayed in the required format. The contractor will identify those sections which need to be updated.
- Produce Business Plan: The contractor shall aid in the preparation of a draft Business Plan for the COR's review. As part of this review, the contractor will facilitate necessary staff-level meetings to resolve any programmatic or documentation issues. Using the mark up from the 312EW Program Manager's review, the contractor will produce a final updated Business Plan for the COR to submit to ONR FNC management.
- Facilitate FNC Program Reviews: The contractor shall assist the COR in conducting annual technical reviews of funded FNC efforts; working with FNC PI's to gather and present progress updates and future plans; and scheduling meetings to bring the technical leads (ONR), requirement officers (OPNAV), and transition program managers (SYSCOM) together to conduct in-depth oversight of program execution. In addition, the contractor shall collect

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information and draft briefing material for the annual Chief of Naval Research (CNR) FNC Review.

- Develop FNC New Start Proposals: The contractor shall assist the COR in creating and developing new start proposals for FNC efforts as part of the annual FNC refresh cycle. The contractor will review the annual Warfighter S&T gaps for new EW S&T development opportunities, work with potential lead organizations and PI's in developing compelling and responsive program plans, create draft proposal briefing slide packages following templates provided by FNC management, and work with the COR in meeting with stakeholders in OPNAV and the SYSCOMS to promote and receive endorsements for new FNC programs.
- The contractor shall work closely with the ONR, OPNAV, and SYSCOMS to develop and update Technology Transition Agreements (TTAs) that ensure benefits of technology insertion to the fleet.
- In conjunction with the principal investigator and Integrated Product Teams (IPTs), the contractor shall develop and update project Execution Plans.
- The contractor shall collect, review, and summarize project monthly project reports for FNC leadership.
- Under direction of FNC manager, the contractor shall develop timely responses to FNC leadership tasking.

2.2.5 Meeting and Facilities Support

Throughout the performance of the technical tasks/requirements, use of the contractor's facilities may be required to host SECRET meetings or conferences. The contractor should have access to meeting space that can accommodate SECRET level events for up to 50 attendees within ten (10) driving miles from the ONR headquarters location in Arlington, VA. For SECRET level events with more than 50 attendees, the contractor may be required to lease meeting space. Standard conference room equipment which may include projectors, screens, chairs, microphones, podiums shall be provided.

2.2.6 Surge Requirements

The contractor shall accommodate surge requirements related to the tasks listed in Section 2.3. Upon notification of a surge requirement, the contractor shall propose adequate personnel (if required) within five (5) working days. Resumes may be required for surge personnel.

2.3 Technical Tasks/Requirements

The contractor shall provide technical and engineering support services to ONR 312EW supported S&T programs and systems with specific technical competencies as follows:

- a. Assist with the formulation and refinement of plans and programs for EW technology development in the ONR 6.2 and 6.3 RDT&E programs and also in planning the future ONR FNC and D&I Programs.
- b. Attend meetings and briefings on behalf of ONR 312EW
- c. Assist ONR in planning, organizing, conducting and assessing the results of the comprehensive annual EW technical program review known as the EW Gathering.
- d. Participate in reviewing ongoing research projects for relevance to Navy missions, technical integrity, and transition potential. Also review progress and technical reports and provide expert analysis and commentary.
- e. Provide management support consisting of, but not limited to, preparation of correspondence, presentations, reviews, reports, response to congressional requests for information/issues, and preparation and coordination of periodic revisions to Research and Development Descriptive Summaries (R-2s).
- f. Assist with the development of detailed plans and programs for new start candidates in the EW S&T program; assist in SBIR/STTR evaluations and program assessments.
- g. Provide recommendations for aligning S&T development with Naval Sea Systems Command (NAVSEA), Marine Corps Systems Command (MCSC), and Naval Air Systems Command (NAVAIR) technology roadmaps and spiral design timelines, as well as with other service and Department of Homeland Security roadmaps when applicable.
- h. Assist in establishing TTAs with resource sponsors, systems commands, and industry, as applicable. When necessary to support TTA development, the contractor shall work closely with the transition program office and principal investigator(s) to flush out an initial acquisition strategy.
- i. Support Navy S&T assessment of current Navy and joint requirements, including Mission Needs Statements (MNS), Capability Development Documents (CDD), Initial Capability Documents (ICD), and Operational Requirements Documents (ORD).
- j. Develop roadmaps for the transition of S&T programs as directed by the COR. These roadmaps will focus on those technologies appropriate to satisfy existing, and projected, naval operational capability shortfalls, and identify programs in the Program Objective Memorandum (POM) into which these technologies can be inserted. As part of

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this roadmap-development process, the contractor will work with Program Managers, Advocates and Resource Sponsors to ensure an understanding of the risk-reduction requirements ONR must meet in its S&T program, and the milestone opportunities for technology insertion relevant to each potential candidate program.

k. Assist the Program Officer(s)/Manager in technical project planning and coordination with the Army, Air Force, Coast Guard, Defense Advanced Research Projects Agency (DARPA), and other Government Agencies.

l. Provide program oversight support consisting of, but not limited to, planning and conducting scheduled and impromptu program reviews and technical assessments to insure that technology program goals and status of milestones are in accordance with approved program plans, as well as working with stakeholders to develop Memoranda of Agreement/Understanding (MOA/MOU) when necessary.

m. Organize, maintain and track Program Office documentation, both classified and unclassified.

n. Provide coordination between the Office of Naval Research, the Naval Research Laboratory and EW related field activities with the various EW acquisition program offices to promote awareness of technologic developments and facilitate transfer thereof into acquisition programs.

o. Provide technical analysis of EW problems.

p. Provide ONR 31 Program Officers and Division/Department Managers assistance and support in preparing and drafting analyses, presentations, testimonies, speeches, and reports relative to project and program management goals, objectives, and results (examples: annual Military Sensing Symposia (MSS) conferences).

q. Work with Principal Investigators to ensure the timely and accurate submission of FNC Monthly Progress Reports (MPRs) and their subsequent delivery to the FNC management staff.

2.4 Reports Data and Other Deliverables

2.4.1 Monthly Progress and Management Report(s). The Contractor shall provide monthly progress and status reports. The report is due by the 15th of every month and shall include the hours and cost charged against the contract per individual on the contract along with a discussion of specific work items accomplished during the reporting period and a forecast of work products for the coming month. Contractor format is acceptable.

2.4.2 Annual Summary Report(s). The contractor shall prepare an annual summary report to include the tasks completed to date, future plans for the following year, expenditures to date, the status of any overruns/underruns, and corrective actions if needed. The report is due within 15 days after the end of each calendar year. Contractor format is acceptable.

2.4.3 Ad Hoc Reports/Presentations. The contractor shall provide ad hoc reports and presentations as required. The required format, timing, content, and distribution shall be provided by the Contracting Officer Representative (COR) at the time the requirement is initiated. Contractor format is acceptable.

2.4.4 Quality Control Plan. The contractor shall provide a Quality Control Plan detailing the quality control procedures and methods, how the plan will be implemented, and how the plan will be evaluated/monitored. The Quality Control Plan shall be provided no later than sixty (60) after task order award. Contractor format is acceptable.

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance of deliveries under this Task Order will be accomplished by the Contracting Officer's Representative listed in Section G, who shall have at least thirty (30) days after contractual delivery for acceptance.

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	12/15/2011 - 12/14/2012
4100	12/15/2012 - 12/14/2013
4200	12/15/2013 - 12/14/2014
6000	12/15/2011 - 12/14/2012
6100	12/15/2012 - 12/14/2013
6200	12/15/2013 - 12/14/2014
7000	12/15/2014 - 12/14/2015
9000	12/15/2014 - 12/14/2015

CLIN - DELIVERIES OR PERFORMANCE

1. The support services performed under the base effort (CLINs 4000 and 6000) shall be conducted from date of task order award 15 December 2011 through 14 December 2012.

2. The support services performed under Option for Period 2 (CLINs 4100 and 6100) shall be for the period of 15 **December** 2012 through 14 **December** 2013.

3. The support services performed under Option for Period 3 (CLINs 4200 and 6200) shall be for the period of 15 December 2013 through 14 December 2014.

4. The support services performed under Option for Period 4 (CLINs 7000 and 9000) shall be for a period of 15 **December** 2014 through 14 **December** 2015.

5. If exercised, the support services performed under Option for Period 5 (CLINs 7100 and 9100) shall be for a period of twelve (12) months with an estimated start date of 15 **December** 2015.

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

7. Place of Performance

Work will be performed at the Office of Naval Research as well as the contractor's facilities. (See further details in Order Details within Section G).

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SECTION G CONTRACT ADMINISTRATION DATA

1. PAYMENT AND INVOICE INSTRUCTIONS (COST REIMBURSEMENT)

1.1 Submission of Invoices

PAYMENT AND INVOICE INSTRUCTIONS (COST TYPE)

All payments shall be made by funds transfers to the bank account registered in the Central Contractor Registration (CCR), <http://www.ccr.gov>. The Awardee agrees to maintain its registration in the CCR including information necessary to facilitate payment via Electronic Funds Transfer (EFT). Should a change in registry or other incident necessitate the payment to an account other than that maintained in CCR, it is the Awardee's responsibility to notify the Administrative Contracting Office (ACO) and obtain a modification to this Award reflecting the change. The Government shall not be held responsible for any misdirection or loss of payment which occurs as the result of an Awardee's failure to maintain correct/current EFT information within its CCR registration. Wide Area Work Flow (WAWF) has been designated as the Department of Defense standard for electronic invoicing and payment. The Office of Naval Research will utilize the WAWF system. This web based system, located at <https://wawf.eb.mil>, provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Payment Requests/Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

It is recommended that all persons designated as CCR Electronic Business (EB) Points of Contact, and anyone responsible for submitting payment requests, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides are also available at ([http://acquisition.navy.mil/da/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_o](http://acquisition.navy.mil/da/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information) verview/vendor_information). The most useful guides are "Vendor Self Registration/Account Management" and "Cost Voucher". To comply with the above initiative, the Awardee must register in WAWF and have the appropriate CAGE code activated. Your CCR EB Point of Contact is responsible for activating the CAGE code in WAWF by calling 1-866-618-5988. Once the CAGE Code is activated, the CCR EB Point of Contact will self-register in WAWF (<https://wawf.eb.mil>) and follow the instructions for a group administrator. After the CAGE Code is set-up on WAWF, any additional persons responsible for submitting payment requests must self-register in WAWF. After self-registering and logging on to the WAWF system, click on the plus sign next to the word "Vendor" and then click on the "Create New Document" link. Enter the Contract Number (no dashes), Delivery Order (if applicable) and CAGE Code, and then hit Continue. (Note - Some codes may automatically pre-populate in WAWF; if they do not, they should be entered manually) -Enter the Pay DODAAC and hit Submit.

Pay DoDAAC: [Use the 6 character "PAYMENT WILL BE MADE BY" CODE on page one of the award document]

Select the "Cost Voucher" invoice type within WAWF and hit Continue. This type of invoice fulfills any requirement for submission of the Material Inspection and Receiving Report, DD Form 250. Fill in the additional required information (if it has not been pre-populated) and hit Continue.

Issue Date: [Use the signed date of the award document]

Issue By DoDAAC: [Use the 6 character "ISSUED BY" CODE on page one of the award document]

Admin DoDAAC: [Use the 6 character "ADMINISTERED BY" CODE on page one of the award document]

DCAA Auditor DoDAAC: [Look up via the AUDIT OFFICE LOCATOR at <http://www.dcaa.mil>. If you encounter any problems finding your cognizant audit office, write to dcaaweb@dcaa.mil or call ONR's DCAA liaison at (703) 696-2599]

Service Approver: [Use the 6 character "ADMINISTERED BY" CODE on page one of the award document]

LPO DoDAAC: [Use the 6 character "ADMINISTERED BY" CODE on page one of the award document] (Note -

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this line is required only when the "PAYMENT WILL BE MADE BY" DODAAC is HQ0251 or begins with an 'N'; otherwise leave blank)

Fill in all applicable information under each tab within the document. Back up documentation (5MB limit) can be included and attached to the invoice in WAWF under the "Misc Info" tab. Take special care when you enter Line Item information - the Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following two informational items exactly as they appear in the contract:

Item Number: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character separately identified Sub Line Item Number (SLIN) (e.g. - 0001AA) or Informational SLIN (e.g. - 000101), otherwise use the 4 character CLIN (e.g. - 0001).

ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the SLIN or CLIN. (Note - DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY ACRN). After all required information is included, click on the "Create Document" button under the "Header" tab.

1.2 Payment of Allowable Costs and Fixed Fee

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

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

(b) A fixed fee, in the amount set forth as 'Fixed Fee' in Section B, in accordance with the contract clause FAR 52.216-8 "Fixed Fee", shall be paid upon completion of the work and services required under this contract and upon final acceptance by the Contracting Officer. However, the Contractor, shall 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 ACO shall release 75% of the fixed fee reserve upon acceptance of deliverables identified in section F of this contract. The remaining 25% of the fixed fee reserve will be released after receipt of final rates, the contractor has satisfied all other contract terms and conditions, including the submission of final patent and royalty reports, and is not delinquent in submitting final vouchers of prior years' settlements.

1.3 Allotment of Funds

(a) It is hereby understood and agreed that this contract will not exceed a total amount of **\$7,488,264.00**; including an estimated cost of [REDACTED] and a fixed fee of [REDACTED].

(b) It is hereby understood and agreed that CLIN4000 will not exceed a total amount of \$1,799,908.00; including an estimated cost of [REDACTED] and a fixed fee of [REDACTED]. The total amount presently available for payment and allotted to CLIN4000 of this contract is \$1,078,500.00; including an estimated cost of [REDACTED] and a fixed fee of [REDACTED]. It is estimated that the amount allotted of \$1,078,500.00 will cover the period from 15 December 2011 through 14 December 2012.

(c) It is hereby understood and agreed that CLIN6000 will not exceed a total estimated cost of \$40,000.00 (no fixed fee). The total amount presently available for payment and allotted to CLIN6000 is \$26,000.00. It is estimated that the amount allotted of \$26,000.00 will cover the period from 15 December 2011

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through 14 December 2012.

(d) It is hereby understood and agreed that CLIN4100 will not exceed a total amount of \$1,803,150.00; including an estimated cost of [REDACTED] and a fixed fee of [REDACTED]. The total amount presently available for payment and allotted to CLIN4100 of this contract is \$1,078,156.00; including an estimated cost of [REDACTED] and a fixed fee of [REDACTED]. It is estimated that the amount allotted of \$1,078,156.00 will cover the period from 15 December 2012 through 14 December 2013.

(e) It is hereby understood and agreed that CLIN6100 will not exceed a total estimated cost of \$40,000.00 (no fixed fee). The total amount presently available for payment and allotted to CLIN6100 is \$9,000 and will cover the period from 15 December 2012 through 14 December 2013.

(f) It is hereby understood and agreed that CLIN4200 will not exceed a total amount of \$1,842,188.00: including an estimated cost of [REDACTED] and a fixed fee of [REDACTED]. The total amount presently available for payment and allotted to CLIN4200 of this contract is \$1,160,335.88; including an estimated cost of [REDACTED] and a fixed fee of [REDACTED]. It is estimated that the amount allotted of \$1,160,335.88 will cover the period from 15 December 2013 through **14 December 2014**.

(g) It is hereby understood and agreed that CLIN6200 will not exceed a total estimated cost of \$40,000.00 (no fixed fee). The total amount presently available for payment and allotted to CLIN6200 is \$8,000.00. It is estimated that the amount allotted of \$8,000.00 will cover the period from 15 December 2013 through **14 December 2014**.

(h) It is hereby understood and agreed that CLIN7000 will not exceed a total amount of \$1,883,018.00: including an estimated cost of [REDACTED] and a fixed fee of [REDACTED]. The total amount presently available for payment and allotted to CLIN7000 of this contract is \$79,411.12; including an estimated cost of [REDACTED] and a fixed fee of [REDACTED]. It is estimated that the amount allotted of \$79,411.12 will cover the period from 15 December 2014 through 31 December 2014.

(i) It is hereby understood and agreed that CLIN9000 will not exceed a total estimated cost of \$40,000.00 (no fixed fee). The total amount presently available for payment and allotted to CLIN9000 is \$5,000.00. It is estimated that the amount allotted of \$5,000.00 will cover the period from 15 December 2014 through 31 January 2015.

2.0 PAYMENT INSTRUCTIONS FOR CLINs WITH MULTIPLE ACRNs/LINES OF ACCOUNTING

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

3.0 ORDER DETAILS

3.1 Other Direct Costs (ODCs)

ODCs (including supplies, travel, meeting/conference space, NMCI Seats etc.) will be reimbursed at cost plus G&A without profit or fee. Purchases of items (other than consumable materials or supplies) exceeding \$2,500 and all travel must be approved in advance by the Contracting Officer's Representative (COR). Any travel with an airfare cost exceeding \$2,500 must be approved in advance by the Procuring Contracting Officer. The total ODC amount is not to exceed \$40,000 per 12-month period of performance. This Not-to-Exceed (NTE) amount should be proposed and included as part of the cost total (inclusive of G&A, but without profit or fee) in

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every proposal submitted under this solicitation.

3.1.1 Travel and Per Diem

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

3.1.2 Other Direct Costs (Other than Travel and Per Diem)

ODCs may be required to fully support this task requirement. At this time, the specific items cannot be identified; however the ODC and Travel cost total cannot exceed the NTE amount stated in Section G, paragraph 3.1.

3.2 Government Furnished Resources (GFR)

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

3.3 Place of Performance and Facilities, Supplies and Services

The majority of work will be performed at the Contractor's place of business; however, some personnel may be required to work full-time, on-site at the Office of Naval Research. For bidding purposes only, it is estimated that approximately 45% of the work performed under this task order will be completed on-site at ONR Headquarters and 55% of the work performed under this task order will be completed off-site. Basic facilities such as work space and its associated operating requirements (i.e., phones, desks, and utilities) will be provided while working in Government facilities. The proposal should indicate which personnel will be working on government facilities and which personnel will be working at the contractor's facility.

The availability of any required computer resources while working in Government facilities should be verified in advance with the designated Contracting Officer's Representative (COR). The Government will provide an NMCI-approved computer that adheres with NMCI and Navy IT regulations. Please note that contractor support work previously performed at an off-site location may now need to be performed and/or implemented on-site at ONR in order to comply with all Navy regulations (e.g. Wikis, websites, etc.).

Throughout the performance of the technical tasks/requirements, use of the contractor's facilities may be required to host SECRET meetings or conferences. The contractor should have access to meeting space at no additional direct cost to the government that can accommodate SECRET level events for up to 50 attendees. It is preferred that the space be within ten (10) driving miles from the ONR headquarters location in Arlington, VA. For meetings and conferences that exceed 50 attendees, the cost of the space may be leased and charged as an Other Direct Cost as described in Section 3.1 above.

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

3.4 Information

All Government unique information related to this requirement necessary for Contractor performance will be made available to the Contractor. The Contracting Officer's Representative (COR) will be the point of contact for identification of any required information to be supplied by the Government.

3.5 Documentation

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All existing documentation relevant to this task's accomplishment will be made available to the contractor at the beginning of the task. The Contractor will be required to prepare documentation in accordance with defined guidelines provided by the Government.

3.6 Equipment

With the exception to the basic facility terms items noted in Section G, paragraph 3.3, 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 should not be proposed as a direct charge under this solicitation. For security purposes, computers may be required to be authorized and approved for use by ONR. Contractors will be required to obtain Navy Marine Corps Intranet (NMCI) seats to perform the Task Order Statement of Work. During the performance of the Order, if either party (Government or Contractor) identifies additional NMCI seat requirements for the Contractor to obtain an NMCI seat to perform its duties, ONR officials will work with the Contractor to obtain an NMCI seat in a timely manner and, if necessary, will pursue a mutually satisfactory agreement in regards to any formal modifications or changes to the dollar values of the Order as a result of the emerging NMCI requirements. General information regarding NMCI can be obtained at: <http://www.nmcieds.com/index.asp>.

3.7 Consent to Subcontract and/or Hire Consultants

In accordance with 52.244-2 ALT I in the base contract, the contractor maintains an approved purchasing system and consent to subcontract is not required. The Contractor shall nevertheless notify the Contracting Officer reasonably in advance of entering into any cost-plus-fixed-fee subcontract or a fixed-price subcontract that exceeds either the Simplified Acquisition Threshold or 5% of the total estimate cost of this contract.

3.8 Security Requirements

For all personnel, a minimum of a SECRET clearance is required. A TOP SECRET clearance with access to Sensitive Compartmented Intelligence (SCI) data at the SI/TK level will be required for the Senior Program Coordinator and Program Coordinator. Submission of paperwork for the required SI/TK clearance must be performed immediately after contract award. It will be desirable for the remaining personnel, minus the Administrative Support, to have a SI/TK clearance. Generation and storage of SCI data will not be required.

- a) Clearance Requirements. During the performance of the effort, the Contractor may be required to have access to, and may be required to receive, generate, and store information classified to the level of SECRET. For personnel, a minimum of a SECRET clearance is required. Any Contractor facilities used in support of this contract must be granted TOP SECRET facility clearances and have the capability to safeguard and store material classified up to and including SECRET. A DD Form 254 will be required prior to access or production of any classified information. Additionally, the Contractor is required to safeguard the information labeled as proprietary.
- b) Privacy Act. All Contractor personnel assigned to this task will have access to information that may be subject to the Privacy Act of 1974. The Contractor is required to ensure the proper safeguarding of such information to prevent unauthorized release.
- c) Nondisclosure Agreement. In the course of its work, each employee of the selected Contractor will be required to execute a Nondisclosure Agreement (NDA) as outlined in Section L of this solicitation.

3.9 Organizational Conflict of Interest

3.9.1 Safeguarding Information

The parties acknowledge that, during performance of the contract resulting from this Order solicitation, the Contractor may require access to certain proprietary and confidential information (whether in its original or derived form) submitted to or produced by the Government. Such information includes, but is not limited to, business practices, proposals, designs, mission or operation concepts, sketches, management policies, cost and operating expense, technical data and trade secrets, proposed Navy budgetary information, and acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed on behalf of ONR. The Contractor shall take appropriate steps not only to safeguard such information, but also to prevent disclosure of such information to any party other than the Government. The Contractor agrees to indoctrinate company personnel who will have access to or custody of the information concerning the nature of the confidential terms under which the

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Government received such information and shall stress that the information shall not be disclosed to any other party or to Contractor personnel who do not need to know the contents thereof for the performance of the contract. Contractor personnel shall also be informed that they shall not engage in any other action, venture, or employment wherein this information will be used for any purpose by any other party.

3.9.2 Organizational Restrictions

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

3.10 Subcontracting Plan

The Contractor's Individual Subcontracting Plan entitled "Individual Task Order Small Business Subcontracting Plan", dated 11 OCT 2011, is incorporated herein as Attachment Number 5 to the contract.

4.0 PROCURING OFFICE REPRESENTATIVES

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

Contract Negotiator – [REDACTED], ONR 254, E-Mail Address: [REDACTED]

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

Security Matters – [REDACTED] ONR 43, (703) 696-8177, DSN 426-8177, E-Mail Address: [REDACTED]

Task Order Ombudsman (as per FAR 16.505(b)(5)) – [REDACTED] ONR 02A, (703) 588-2362, DSN 426-2362, Email Address: [REDACTED]

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

The COR for this contract is: [REDACTED]

Code: 312EW

Mailing Address: Office of Naval Research, 875 North Randolph Street, Suite 1112, Arlington, VA 22203-1995

The Alternate COR for this contract is: N/A

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

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

When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (ordering officer) in writing. No action shall be taken by the contractor until the contracting officer (or ordering officer) has

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issued a modification to the contract (or delivery order) or has otherwise resolved the issue. In the absence of the COR named above (due to reasons such as leave, illness, official travel), all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR.

6.0 CONTRACT TYPE

This is a cost-plus-fixed-fee (level of effort) task order.

7.0 LEVEL OF EFFORT ONR 5252.216-9706 (DEC 88)

- 1) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The yearly level of effort for the performance of this contract shall be ████████ total hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in Paragraph 11 below.
- 2) The level of effort for this contract shall be expended at an average rate of 1,160 hours per month. It is understood and agreed that the rate of 1,160 hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.
- 3) The Contractor is required to notify the Contracting Officer when any of the following situations occur or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.
- 4) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing, setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fixed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.
- 5) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total hours of effort specified in paragraph 1 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.
- 6) If the total level of effort specified in paragraph 1 above is not provided by the Contractor during the period of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fixed Fee} \times \frac{(\text{Required LOE Hours} - \text{Expended LOE Hours})}{\text{Required LOE Hours}}$$
or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost", require the Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph 1 shall have been expended, at no increase in the fixed fee of this contract.
- 7) 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 that effort which was performed.
- 8) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish hours up

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to five percent in excess of the total hours specified in paragraph 1 above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed fee is required, and no adjustment in the fixed fee shall be made provided that the contractor has delivered at least 95% of the level of effort required in paragraph 1 above.

9) 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.

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

11) A breakdown of the total level of effort is as follows:

The level of effort has been estimated for the proposed contract, both at [REDACTED] man-hours in the base period and [REDACTED] man-hours in each of the four option years for a total of [REDACTED] man-hours. Base Period: The base period of performance will be from time of award through 12 months. The level of effort anticipated for this period is approximately 7.25 man-years at an average rate of approximately 1,160 hours per month. The labor categories that are anticipated to work on-site at the government's facility and off-site at the contractor's facility are identified in the summary table below.

A summary of the labor categories and the total anticipated annual hours for this effort is estimated below.

Base for Period I:

Labor Category	Hours Per Year (Base)
Senior Program Coordinator	[REDACTED] (On-site)
Program Coordinator	[REDACTED] (On-site)
S&T Coordinator	[REDACTED] (Off-site)
FNC Coordinator	[REDACTED] (On-site)
Engineer	[REDACTED] (Off-site)
Administrative Support	[REDACTED] (Off-site)
Total	[REDACTED]

Note: 1,920 hours is equivalent to one (1) man-year taking into account vacation/holidays.

Options for Periods II, III, IV, and V: Each of the four options will have a period of performance beginning from the date of option exercise through 12 months. The labor categories that are anticipated to work on-site at the government's facility and off-site at the contractor's facility are identified in the summary table below. A summary of the labor categories and the total anticipated annual hours for this effort is estimated below.

Labor Category	Hours Per Year (Options)
Total All Labor Categories	[REDACTED] (On-Site & Off-Site)

Note: 1,920 hours is equivalent to one (1) man-year taking into account vacation/holidays.

The above labor categories and hours are provided as the Government's best estimate of the work to be performed. The offeror may propose the same level of effort (hours and labor categories) or a different level of effort based on its own labor classification system and unique approach to satisfy the Government's requirement. While the Government will consider an alternate level of effort, it is the Government's preference to maximize the estimated labor hours devoted to the direct performance of the technical tasks. To the extent that the level of effort proposed is different than the Government's

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estimate, the offeror's technical proposal should clearly specify the hours and labor categories proposed for each task in the statement of work. In addition, the offeror shall explain how its proposed level of effort and approach meet the government's requirement.

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

(a) In addition to any other option rights that may be provided to the Government by this contract, the Government shall have the right, within any given contract period established in Section 3.2 of this task order, to increase the level of effort by up to thirty percent (30%) of the total level of effort for that period at the same labor mix as proposed in the task order for that period. The Contractor agrees to accept such increase in the level of effort at an increase in the estimated cost and an increase in the fixed fee which are calculated as follows:

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

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

IEC = The increase in the estimated cost.

ILOE = The increase in the level of effort.

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

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

IFF = The increase in the fixed fee.

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

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

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

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

9.0 Personnel Qualifications

The Contractor shall provide qualified personnel to manage and execute all aspects of the statement of work. All personnel must be thoroughly familiar and proficient in the use of commercial software packages such as Microsoft Word, Excel, Outlook and Powerpoint. The following skill sets are anticipated to support the tasks.

9.1 Senior Program Coordinator (or Equivalent). A graduate degree from an accredited university and fifteen (15) years of management experience in an EW S&T discipline. The Senior Program Coordinator must possess the ability to develop and execute complex technical tasks, to apply analytical problem solving methodologies, to provide technical direction to support staff, to interface with Government and prime contractor personnel, and to effectively allocate resources. Other required qualifications include: (a) DAWIA Level III Certification Equivalent for SPRDE - Science and Technology Manager (<http://icatalog.dau.mil/onlinecatalog/CareerLvl.aspx?lvl=3&cflid=11>) ; (b) operational DoD EW experience; (c) prior EW S&T management experience; (d) familiarity with the DoD EW S&T program and the DoD EW acquisition process; (e) broad expertise in electronic attack and jamming techniques, electronic surveillance, EW modeling and simulation, and EW signal processing; and (f) a thorough knowledge of hostile threat systems. In addition, personnel should have a TOP SECRET clearance and be eligible for access to Sensitive Compartmented Intelligence (SCI) at the SI/TK level.

9.2 Program Coordinator (or Equivalent). A minimum of a Bachelors degree from an accredited university with ten (10) years recent experience in DoD EW S&T. The Program Coordinator must possess a thorough knowledge of DoD EW S&T disciplines and major Navy acquisition programs, have documented experience in the evaluation of proposed solutions in a specific EW technical area, and be capable of leading teams of technical experts in the accomplishment of complex tasks. Required qualifications include: (a) broad expertise in DoD EW; (b) prior experience working with the DoD EW S&T program and the DoD EW acquisition process; and (c) prior EW S&T engineering experience. In addition, perosnnel should have at least a TOP SECRET clearance, and be eligible for

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access to Sensitive Compartmented Intelligence (SCI) at the SI/TK level.

9.3 S&T Coordinator (or Equivalent). A graduate degree from an accredited university with at least eight (8) years experience in an S&T discipline. The S&T Coordinator must possess a thorough knowledge of Navy EW S&T disciplines and major Navy acquisition programs. Required qualifications include: (a) broad expertise in DoD EW; (b) prior experience working with the DoD EW program and the DoD EW acquisition process; (c) prior EW S&T engineering experience; and (d) prior experience working with the preparation and staffing of TTAs, Business Plans, Execution Plans and MPRs. In addition, personnel should have at least a TOP SECRET clearance, and be eligible for access to Sensitive Compartmented Intelligence (SCI) at the SI/TK level.

9.4 FNC Coordinator Equivalent). A Bachelors degree from an accredited university with at least eight (8) years experience in Navy EW S&T. The FNC Coordinator should possess a demonstrated ability to apply expert practices and procedures within the specified discipline, accomplish scientific and engineering analyses, provide professional findings of technical analyses in the form of reports and presentations, and execute complex technical tasks. Required qualifications include: (a) broad expertise in DoD EW; (b) operational DoD EW experience; and (c) prior experience working with the preparation and staffing of TTAs, Business Plans, Execution Plans and MPRs. In addition, personnel should have at least a SECRET clearance. It is desirable, though not required, for candidate personnel to have TOP SECRET clearance and be eligible for access to Sensitive Compartmented Intelligence (SCI) at the SI/TK level.

9.5 Engineer (or Equivalent). A Bachelors degree from an accredited university with at least five (5) years experience within the specified discipline. Should have experience in S&T and have a broad understanding of DoD EW. Desirable qualifications include: (a) prior operational DoD experience; (b) an understanding of the ONR mission and; (c) basic experience in the evaluation of proposed solutions in a specific EW technical area. In addition, personnel should have at least a SECRET clearance. It is desirable, though not required, for candidate personnel to have TOP SECRET clearance and be eligible for access to Sensitive Compartmented Intelligence (SCI) at the SI/TK level.

9.6 Administrative Support (or Equivalent). At least five (5) years of experience in one, or more, of the following areas: procurement, billing, office support, government processes, generation of presentation materials and reports, data storage, document archiving and document preparation. Personnel must be fully proficient with Microsoft Office products. Previous experience with the DoD EW S&T environment, processes, conference requirements and past funding history/issues is most desirable. In addition, personnel should have at least a SECRET clearance.

Accounting Data

SLINID	PR Number	Amount
400001		135000.00
LLA :		
AB See the Attached Financial Accounting Data (FAD) Sheets		
600001		10000.00
LLA :		
AA See the Attached Financial Accounting Data (FAD) Sheets		

BASE Funding 145000.00
Cumulative Funding 145000.00

MOD 01

400002	12PR03321-01	280000.00
LLA :		
AC See the Attached Financial Accounting Data (FAD) Sheets		
400003	12PR03321-01	445000.00
LLA :		
AD See the Attached Financial Accounting Data (FAD) Sheets		
600002	12PR03321-01	25000.00

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LLA :
AD See the Attached Financial Accounting Data (FAD) Sheets

MOD 01 Funding 750000.00
Cumulative Funding 895000.00

MOD 02

400004 12PR03321-02 111000.00
LLA :
AC See the Attached Financial Accounting Data (FAD) Sheets

400005 12PR03321-02 10500.00
LLA :
AE See the Attached Financial Accounting Data (FAD) Sheets

400006 12PR03321-02 87000.00
LLA :
AB See the Attached Financial Accounting Data (FAD) Sheets

MOD 02 Funding 208500.00
Cumulative Funding 1103500.00

MOD 03

400007 12PR03321-03 100000.00
LLA :
AF See the Attached Financial Accounting Data (FAD) Sheets
Funding for CLIN 4000

MOD 03 Funding 100000.00
Cumulative Funding 1203500.00

MOD 04

400007 12PR03321-03 (90000.00)
LLA :
AF See the Attached Financial Accounting Data (FAD) Sheets
Funding for CLIN 4000

410001 1300315610 90000.00
LLA :
AF See the Attached Financial Accounting Data (FAD) Sheets

410002 1300315610 898398.00
LLA :
AG ACRN AG: 1731319 W3F3 252 RAG1G 0 050120 2D 000000 A10001495755A10001495755 \$898,
398.00
Standard Number: N0001413PR00084
Financial Accounting Data (FAD) sheets will no longer be used

410003 1300315610 8500.00
LLA :
AH ACRN AH: 1731319 W4NT 252 RA313 0 050120 2D 000000 A20001495755 \$8,500
Standard Number: N0001413PR00084
Financial Accounting Data (FAD) Sheets will no longer be used

410004 1300315610 136258.00
LLA :
AJ ACRN AJ: 1731319 W6WS 252 RA313 RA313 0 050120 2D 000000 A30001495755 \$136,258
Standard Number: N0001413PR00084
Financial Accounting Data (FAD) Sheets will no longer be used

600002 12PR03321-01 (9000.00)
LLA :
AD See the Attached Financial Accounting Data (FAD) Sheets

610001 1300315610 9000.00
LLA :

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AD See the Attached Financial Accounting Data (FAD) Sheets

610002 1300315610 31000.00
 LLA :
 AJ ACRN AJ: 1731319 W6WS 252 RA313 0 050120 2D 000000 A30001495755 \$31,000
 Standard Number: N0001413PR00084
 Financial Accounting Data (FAD) Sheets will no longer be used

MOD 04 Funding 1074156.00
 Cumulative Funding 2277656.00

MOD 05

410005 1300315610 31000.00
 LLA :
 AJ ACRN AJ: 1731319 W6WS 252 RA313 0 050120 2D 000000 A30001495755 \$31,000
 Standard Number: N0001413PR00084
 FAD Sheets will no longer be used

610002 1300315610 (31000.00)
 LLA :
 AJ ACRN AJ: 1731319 W6WS 252 RA313 0 050120 2D 000000 A30001495755 \$31,000
 Standard Number: N0001413PR00084
 Financial Accounting Data (FAD) Sheets will no longer be used

MOD 05 Funding 0.00
 Cumulative Funding 2277656.00

MOD 06

410006 1300353057 34000.00
 LLA :
 AK 1731319 W2F2 252 RAG1G 0 050120 2D 000000 A00001747100

MOD 06 Funding 34000.00
 Cumulative Funding 2311656.00

MOD 07

420001 1300361978 82000.00
 LLA :
 AL 1731319 W2F2 252 RAG1G 0 050120 2D 000000 A00001803152

620001 13003661978 8000.00
 LLA :
 AL 1731319 W2F2 252 RAG1G 0 050120 2D 000000 A00001803152

MOD 07 Funding 90000.00
 Cumulative Funding 2401656.00

MOD 08

410002 1300315610 (120000.00)
 LLA :
 AG ACRN AG: 1731319 W3F3 252 RAG1G 0 050120 2D 000000 A10001495755A10001495755 \$778,
 398.00
 Standard Number: N0001413PR00084
 Financial Accounting Data (FAD) sheets will no longer be used

420002 1300315610 120000.00
 LLA :
 AG ACRN AG: 1731319 W3F3 252 RAG1G 0 050120 2D 000000 A10001495755A10001495755 \$120,
 000

MOD 08 Funding 0.00
 Cumulative Funding 2401656.00

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MOD 09

420003 1300315610 402637.00
 LLA :
 AN 1741319W3F32520001400501202D000000A40001495755
 Standard Document Number: N0001413PR00084

MOD 09 Funding 402637.00
 Cumulative Funding 2804293.00

MOD 10

420004 1300315610 475110.00
 LLA :
 AN 1741319 W3F3 252 00014 0 050120 2D 000000 A40001495755
 Financial Accounting Data (FAD) Sheets will NOT be used for this Navy ERP action

MOD 10 Funding 475110.00
 Cumulative Funding 3279403.00

MOD 11

420005 1300315610 80588.88
 LLA :
 AP 1741319 W2DF 252 00014 0 050120 2D 000000 A50001495755
 Additional Information" Financial Accounting Data (FAD) Sheets will NOT be used for
 this Navy ERP action

MOD 11 Funding 80588.88
 Cumulative Funding 3359991.88

MOD 12

700001 1300315610 4411.12
 LLA :
 AP 1741319 W2DF 252 00014 0 050120 2D 000000 A50001495755
 Financial Accounting Data (FAD) Sheets will NOT be used for this Navy ERP action"

700002 1300315610 75000.00
 LLA :
 AN 1741319 W3F3 252 00014 0 050120 2D 000000 A40001495755
 "Financial Accounting Data (FAD) Sheets will NOT be used for this Navy ERP action"

900001 1300315610 5000.00
 LLA :
 AN 1741319 W3F3 252 00014 0 050120 2D 000000 A40001495755
 "Financial Accounting Data (FAD) Sheets will NOT be used for this Navy ERP action"

MOD 12 Funding 84411.12
 Cumulative Funding 3444403.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

1.0 CONTRACTOR IDENTIFICATION

All Contractors performing under this task order are required to clearly distinguish themselves from Federal employees through identification of their "Support Contractor" status. Identification includes, but is not limited to, the following: distinct badges; distinct office name plates and marking of office space; identification of "Support Contractor" in e-mail signature blocks, in voicemail greetings, when using Government letterhead and 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.

2.0 ACCOUNTING SYSTEM

In accordance with FAR 16.301-3(a), a cost-reimbursement contract may be used only when the contractor's accounting system is adequate for determining costs applicable to the contract. The Contractor's accounting system must be determined "adequate" for cost-reimbursement contracts by the Defence Contract Audit Agency (DCAA) or alternate federal agency prior to task order award.

3.0 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

"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. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil> .

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>."

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SECTION I CONTRACT CLAUSES

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

ADDITIONAL FAR AND DFARS CLAUSES

THIS TASK ORDER 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 ADDRESS:

[HTTP://WWW.ARNET.GOV/FAR/](http://www.arnet.gov/far/)

FAR 52.204-2	Security Requirements (AUG 1996) (Applicable if contract will generate or require access to classified information and DD Form 254, Contract Security Classification Specification, is issued to the contractor)
FAR 52.217-9	Option to Extend the Term of the Contract (MAR 2000) (In first blank of paragraph (a) insert "any time during period of performance," in second blank of paragraph (a) insert "1 day," and in paragraph (c), insert "60 months.")
FAR 52.223-5	Pollution Prevention and Right-to-Know Information (AUG 2003) (Applicable if contract provides for performance, in whole or in part, on a Federal facility)
FAR 52.223-6	Drug-Free Workplace (MAY 2001) (Applies when contract action exceeds \$100,000 or at any value when the contract is awarded to an individual)
DFARS 252.204-7000	Disclosure of Information (DEC 1991) (Applies when the Contractor will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public)
DFARS 252.204-7005	Oral Attestation of Security Responsibilities (NOV 2001) (Applicable if FAR 52.204-2, Security Requirements Applies)
DFARS 252.215-7002	Cost Estimating System requirements (DEC 2006) (Applicable only to contract actions awarded on the basis of certified cost or pricing date)
DFARS 252.223-7004	Drug-Free Work Force (SEP 1988) (Applicable (a) if contract involves access to classified information: or (b) when the Contracting Officer determines that the clause is necessary for reasons of national security or for the purpose of protecting the health or safety of performance of the contract.

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SECTION J LIST OF ATTACHMENTS

Attachment Number 1: Non-Disclosure_Agreement

Attachment Number 2: QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Attachment Number 3: Department of Defense Contract Security Classification Specification (DD254)

Attachment Number 4: Financial Accounting Data (FAD) Sheets

Attachment Number 5: Individual Task Order Subcontracting Plan