

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-05-D-4451				2. DELIVERY ORDER NO. EE01		3. EFFECTIVE DATE 2011 Jun 13		4. PURCH REQUEST NO. 11PR08118-00		5. PRIORITY DO-C9	
6. ISSUED BY Office of Naval Research 875 N. Randolph St Arlington VA 22203-1995			CODE N00014	7. ADMINISTERED BY DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342				CODE S2404A	8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)		
9. CONTRACTOR MCR Federal LLC 2000 Corporate Ridge, Ste. 400 McLean VA 22102-7845			CODE 0GYV7	FACILITY	10. DELIVER TO FOB POINT BY (Date) See Schedule			11. X IF BUSINESS IS SMALL SMALL DISADVANTAGED WOMEN-OWNED			
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW				13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G							
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264				CODE HQ0338	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16. TYPE OF ORDER	DELIVERY/ CALL	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
PURCHASE	Reference your _____ furnish the following on terms specified herein.										
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
MCR Federal LLC				Lawrence Lam Authorized Company Representative							
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA				25. TOTAL		\$1,215,842.06	
				BY: /s/Emily McLaughlin				06/13/2011		26. DIFFERENCES	
								CONTRACTING/ORDERING OFFICER			
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS		
					PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
f. TELEPHONE					g. E-MAIL ADDRESS		FINAL				
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE				34. CHECK NUMBER		
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL				35. BILL OF LADING NO.		
					FULL						
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF

4000	Year 1 - Support service for the Warfighter Performance S&T Department, Code 34. (RDT&E)	17820.0	LH	\$1,051,499.18	\$44,342.88	\$1,095,842.06
400001	Funding for CLIN 4000 (RDT&E)					
400002	Funding for CLIN 4000 (RDT&E)					
4100	Option for Year 2 - Support service for the Warfighter Performance S&T Department, Code 34. (RDT&E) Option	17820.0	LH	\$1,083,021.53	\$45,674.60	\$1,128,696.13
4200	Option for Year 3 - Support service for the Warfighter Performance S&T Department, Code 34. (RDT&E) Option	17820.0	LH	\$1,115,551.03	\$47,047.13	\$1,162,598.16

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

6000	Other Direct Costs for Year 1 - Not-to-exceed CLIN associated with the support service for the Warfighter Performance S&T Department, Code 34. CLIN 4000 (RDT&E)	1.0	Lot	\$120,000.00
600001	Funding for CLIN 6000 (RDT&E)			
6100	Other Direct Costs for Year 2	1.0	Lot	\$120,000.00

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- Not-to-exceed
CLIN associated
with the support
service for the
Warfighter
Performance S&T
Department, Code
34.

CLIN 4100 (RDT&E)
Option

6200 Other Direct 1.0 Lot \$120,000.00
Costs for Year 3
- Not-to-exceed
CLIN associated
with the support
service for the
Warfighter
Performance S&T
Department, Code
34.
CLIN 4200 (RDT&E)
Option

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	Option for Year 4- Support service for the Warfighter Performance S&T Department, Code 34. (RDT&E) Option	17820.0	LH	\$1,148,979.98	\$48,457.75	\$1,197,437.73
7400	Option for Year 5- Support service for the Warfighter Performance S&T Department, Code 34. (RDT&E) Option	17820.0	LH	\$1,183,456.66	\$49,911.16	\$1,233,367.82

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
9300	Other Direct Costs for Year 4 - Not-to-exceed CLIN associated with the support service for the Warfighter Performance S&T Department, Code 34.	1.0	Lot	\$120,000.00

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CLIN 7300 (RDT&E)
Option

9400	Other Direct Costs for Year 5 - Not-to-exceed CLIN associated with the support service for the Warfighter Performance S&T Department, Code 34. CLIN 7400 (RDT&E) Option	1.0 Lot	\$120,000.00
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Offerors please complete the estimated cost, fixed fee, and Cost Plus Fixed Fee (CPFF) columns above.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 Background

The Office of Naval Research (ONR) coordinates, executes and promotes the science and technology programs of the United States Navy and Marine Corps through schools, universities, government laboratories and non-profit and for-profit organizations. ONR formulates and executes the Naval Science and Technology (S&T) portfolio to address the most responsible and promising technology opportunities and solutions in both basic and applied science; transitions the most useful technologies to Acquisition and the Warfighter; and provides technical advice and information to the Chief of Naval Operations, the Secretary of the Navy, and the Department of Defense.

ONR 34, the Warfighter Performance Science and Technology (S&T) Department, is comprised of three divisions: Human and Bio-Engineered Systems; Warfighter Protection and Applications; and Research Protections. Code 34 plans, underwrites and manages investments in basic and applied research and advanced technology development in the general areas of biomedical and human systems that lead to applications for the Departments of Navy and Defense, and U.S. Industry. The research portfolio includes support for active exploration programs that are at the leading edges of medical science, human performance, biotechnology, training, and human factors, and neural information processing and biorobotics. Code 34 also manages and invests in two major future capability programs: the Force Health Protection Future Capability (FHPFC) Program and the Capable Manpower Future Capability (CMFC) Program. For more information visit: <http://www.onr.navy.mil/en/Science-Technology/Departments/Code-34.aspx>.

2.0 Statement of Work

The contractor shall provide program management, technical and general support to ONR Code 34's S&T Program, and Discovery and Innovation (D&I) portfolio in the areas of social, cultural behavior, training, modeling and simulation and human system integration; and Future Naval Capabilities (FNCs) in the areas of Capable Manpower, Enabling Platforms, High Fidelity Active Sonar Training and Sense and Respond Logistics.

2.1 Objective

The proposed work is to assist ONR Code 34 personnel in overall technical, administrative and program management support on matters and issues associated with the Code 34 S&T program, and D&I and FNC portfolios. The objective of these Technical Support Services is to provide ONR Code 34 with flexible, skilled technical management personnel capable of assisting current staff and programs and supporting all aspects of Program Management.

2.2 Scope

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The scope of this tasking includes all aspects of technical, administrative and program management support. Individual anticipated tasks are outlined in Section C, paragraph 2.3. However, the work to be performed will cover a broad range of support activities which include, but not limited to, the following: assisting in program/project planning, program staff and travel coordination, program/project/financial reviews, technology assessments, data analyses, conference and seminar activities, and program-specific financial issues. The work also includes assistance and support with preparing and drafting analyses, presentations, testimonies, speeches, and reports relative to project and program management goals, objectives and results.

2.3 Technical Tasks/Requirements

The contractor's support tasks shall include, but not limited to:

2.3.1 Technical/Programmatic

- Draft responses to internal and external communiqués on programmatic and financial matters.
- Obtain information and assist program managers in briefing preparations.
- Assist in the development of marketing materials such as posters, briefings, webpage content, etc., to include graphics and production of materials.
- Develop program/project management tools that help define, observe, and assess actions that move Code 34 programs toward strategic goals both affordably and speedily, including the development and presentation of capability and technology roadmaps.
- Collect, analyze, report and archive regulations, policy, guidance, legislation, laws and Congressional language related to supported programs and systems.
- Generate web page content in support of Code 34 programs and technical meetings. Identify and utilize latest information technology resources and capabilities to facilitate information retrieval and dissemination.
- Assist in providing technical and engineering support services for the Capable Manpower Future Capability program, the Force Health Protection Capability program, and the Warfighter Performance Discovery and Invention program, including specific engineering, software engineering, systems analysis and operational technical assistance to support S&T disciplines.
- Providing test/demonstration services for ONR test activities and programs. The tasks include: test/demonstration design and development, test/demonstration coordination and execution, and

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test/demonstration assessment, evaluation and reporting.

- Assisting ONR personnel in overall technical program management support on matters and issues consistent with ONR sponsored development projects, which includes but is not limited to the following: assisting in program/project planning, program staff coordination, program/project financial review, technology assessments, earned value management system analysis, data analyses, conference and seminar activities, and program-specific financial issues.

- Providing services to assist ONR in planning, executing and evaluating science portfolio investment strategies and organizational resource allocations. Tasking includes, but is not limited to, conducting engineering and programmatic assessments of ONR's investment portfolio and operations, providing evaluations and assessments of program balance and return on investments, and reviewing and assessing operational procedures.

- Providing services to identify, recommend, coordinate and prepare applicable assessments, plans, strategies and opportunities for the transition of technology programs for further development and deployment in the Fleet. This includes, but is not limited to, providing coordination and technical support to the FNC transitional areas of interest.

- Reviewing, identifying and assessing emerging requirements, technologies, capabilities, concepts, tactics of interest, and possible teaming relationships in areas related to ONR's objectives for selected technology programs.

- Participating in, host and/or support ONR in preliminary and critical design reviews, program and financial reviews, workshops, Governmental and industry events, and sponsored or non-sponsored keydemonstrations or tests, as requested by ONR.

- Facilitating dialogue and interface with key decision makers and/or their staffs (Examples: Congress, OPNAV and Joint Staffs, Warfare Centers, Systems Commands, Program Executive Offices.)

- Reviewing, analyzing and preparing draft business, planning or strategic documents (Examples include: impact statements, briefing materials, future year finance plans, POA&Ms, command/programmatic budget justifications).

- Providing assistance and advisory services for the purpose of evaluating proposals, including evaluation of alternative proposals or initiatives for technical merit, life cycle costs, transition potential and integration into program and financial objectives of ONR.

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- Providing and conducting financial accounting and management support services. Requirement includes tasks in the monitoring, maintenance and operation of specified financial management information systems or websites (Examples: Standard Accounting Reporting System (STARS) and the Naval Research Information System (NAVRIS)). Accounting support includes, but is not limited to, preparation and amendment of spending plans and funding documents, management and execution of commitment/obligation/expenditure actions, prioritization of unfunded requirements.

- Providing analyses and direct support for contract and programmatic financial execution. Requirement includes addressing commitment, obligation, expenditure, invoicing and payment items and issues tied to the financial administration of DoD, ONR and other agency awards (either directly through an ONR award vehicle or other agency award vehicle).

- Providing pre- and post-award contract and grant support services in accordance with the award terms and conditions. Task includes, but is not limited to, preparation of draft solicitations and synopses, advice and assistance in proposal management and source selection actions, draft various contract type and Contract Data Requirements List (CDRL) documents, monitoring of financial obligations and expenditures, communication as post-award business point of contact to awardees and other Government entities and modification to existing awards.

- Facilitating and participating in business and financially related IPTs, special advisory boards, off-sites, working groups, etc.

- Providing human subject research protection support services per requirements of specific research programs. This includes requirements to review documents, monitor compliance and provide guidance in support of animal and human use approvals per US Navy and Marine Corps Instructions.

- Providing contract-invention surveillance support services for the ONR legal department. This includes requirements to review documents, conduct targeted research and advise on matters tied to contracts, intellectual property and the FAR and DFARS.

- Providing business consultant services in the areas of planning, management, integration, and/or general business practices. Support may include providing expert advice, assistance, guidance or counseling in support of agencies' management, organizational and business improvement efforts.

- The contractor shall perform other duties as deemed appropriate, necessary, and assigned by ONR, which are within the scope of work of this effort.

- Provide services to execute and support conferences, meetings, and symposia.

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2.3.2 Business/Financial

- Provide services to assist Code 34 in planning, executing and evaluating investment strategies and organizational resource allocations.
- Monitor the availability and use of program funds. Review financial documents and plans for impact on program objectives and requirements.
- Prepare internal financial notices, instructions, guidelines and reports.
- Conduct analyses and provide reports that identify, quantify and evaluate financial execution of accounts and accomplishment of program goals and milestones.
- Coordinate preparation and review of actual and projected funding estimates, justifications, and milestones.
- Work with program managers to expedite financial execution and ensure programmatic benchmarks are met.
- Assist in preparation of funding documents.

2.4. Reports Data and Other Deliverables

The contractor is required to prepare and provide the following, preferably by electronic submission in Word, PowerPoint or .pdf, either by email or disk.

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 charged against the contract per individual on the contract along with a discussion of specific work items accomplished during the prior month 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, due 30 days after the end of the calendar year. This report should document cumulative work performed during the reporting period. Contractor format is acceptable.

2.4.3 Technical Reports

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For major efforts undertaken within Section C, paragraphs 2.2 and 2.3, as requested by Code 34, the contractor shall provide paper and electronic copies of reports, briefings, and analyses conducted for Code 34 during the term of this contract.

2.4.4 Other Reports as Required

The contractor shall provide written reports, presentations, and support documents related to the technical analysis and work effort on behalf of the subject projects as required.

2.4.5 Quality Control Plan

The Contractor shall provide the COR with a contract quality control plan at the two (2) month interval of contract performance.

2.5 Other Information

Not all positions listed in Section G, Paragraph 9 may need to be filled at time of award. The Government shall provide additional information at time of award detailing which positions will be needed at contract start date.

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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 Task Order Manager/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

1. The support services performed under the base effort (CLINs 4000 and 6000) shall be conducted from date of task order award through June 12, 2012.
2. If exercised, the support services under Option for Year 2 (CLINs 4100 and 6100) shall be for a period of 12 months with an estimated start date of June 12, 2013.
3. If exercised, the support services under Option for Year 3 (CLINs 4200 and 6200) shall be for a period of 12 months with an estimated start date of June 12, 2014.
4. If exercised, the support services under Option for Year 4 (CLINs 7300 and 9300) shall be for a period of 12 months with an estimated start date of June 12, 2015.
5. If exercised, the support services under Option for Year 5 (CLINs 7400 and 9400) shall be for a period of 12 months with an estimated start date of June 12, 2016.
6. Distribution, consignment and marking instructions for all reports listed in Section C, Statement of Work, shall be FOB Destination to the cognizant Task Order Manager/Contracting Officer's Representative listed in Section G.
7. Place of Performance: Work will normally be performed at the ONR Headquarters site. However, any support that is less than full time (1880 hours) may be performed at the contractor site. More specifically, the Senior Program Analyst, Senior Program Specialists, Program Specialists, Administrative Assistants, and Executive Assistant positions will be onsite. The Senior Program Manager, Graphics Specialist and Conference Specialist will be at the contractor's site.

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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/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/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.

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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]

IssueBy 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 - 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

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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 \$1,215,842.06; including an estimated cost of \$1,171,499.18 and a fixed fee of \$44,342.88.

(b) It is hereby understood and agreed that CLIN 4000 will not exceed a total amount of \$1,095,842.06; including an estimated cost of \$1,051,499.18 and a fixed fee of \$44,342.88. The total amount presently available for payment and allotted to CLIN 4000 of this contract is \$162,000; including an estimated cost of \$155,444.72 and a fixed fee of \$6,555.28. It is estimated that the amount allotted of \$162,000 will cover the period from date of award through 15 August 2011.

(c) It is hereby understood and agreed that CLIN 6000 will not exceed a total estimated cost of \$120,000 (no fixed fee). The total amount presently available for payment and allotted to CLIN 6000 is \$10,000. It is estimated that the amount allotted of \$10,000 will cover the period from date of award through 15 July 2011.

2.0 Payment Instructions for CLINs W/ Multiple ACRNs/Lines of Accounting

For all invoices submitted against CLINs with multiple Accounting Classification Reference Numbers (ACRNs), the billing shall be paid from the earliest Fiscal Year (FY) appropriation first (e.g., FYX0 funding shall be completely exhausted before any FYX1 funds are paid). In the event there are multiple ACRNs with the same FY of appropriation, billings shall be proportionally billed to all ACRNs for that FY in the same ratio that the ACRNs are obligated.

3.0 Order Details

3.1 Other Direct Costs (ODCs)

ODCs (including supplies, travel, NMCI Seats etc.) will be reimbursed at cost plus G&A without profit or fee. Purchases of items (other than consumable materials or supplies) exceeding \$2,500 and all travel

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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 \$120,000 per 12-month period of performance. This NTE amount should be proposed and included as part of the cost total (inclusive of G&A, but without profit or fee) in every proposal submitted under this solicitation.

3.1.1 Travel and Per Diem

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

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 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 facilities required to perform the tasks outlined in the Statement of Work will be at both the Contractor's place of business and at the Government site. When work is conducted at the government 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 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. The Government will provide an NMCI-approved computer that adheres with NMCI and Navy IT regulations.

Parking facilities are not provided; 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

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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

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 items noted 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 PCs 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 Subcontracts/Consultants

Contractor may request, on a case-by-case basis, subcontract/consultant support for specific technical tasks.

3.8 Security Requirements

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 SECRET facility clearances and have the capability to store material classified up to and including SECRET. A DD Form 254 (Attachment 3) will be required prior to access or production of any classified information. Additionally, 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.

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c. Nondisclosure Agreement. In the course of its work, the selected Contractor will be required to execute a Nondisclosure Agreement (NDA) (Attachment 1) as outlined in Section L, paragraph 1.5.1 of this solicitation.

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 - Emily McLaughlin, ONR 254, (703) 588-2440, DSN 426-2440, E-Mail Address: emily.j.mclaughlin@navy.mil.

Security Matters – Ms. Diana Pacheco, ONR 43, (703) 696-8177, DSN 426-8177, E-Mail Address: diana.pacheco@navy.mil

Task Order Ombudsman (as per FAR 16.505(b)(5)) – Mr. Mark Bennington, ONR 02A, (703) 696-4606, DSN 426-4607, Email Address: mark.bennington@navy.mil

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

The COR for this contract is: Name: Sevgi Bullock

Code: Sevgi Bullock

Mailing Address: Office of Naval Research, 875 North Randolph Street, Suite 1425, Code 34, 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 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

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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 17,820 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 1,485 hours per month. It is understood and agreed that the rate of 1,485 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:

Fee Reduction =

Fixed Fee x $\frac{\text{Required LOE Hours} - \text{Expended LOE Hours}}{\text{Required LOE Hours}}$

Required LOE Hours

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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 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 a 12-month base period and four 12-month option periods have been defined (Total potential period of performance, with options, is 60 months).

Base Period: The base period of performance will be from June 13, 2011 through June 12, 2012. The level of effort anticipated for this period is approximately 9.5 man-years at an average rate of approximately 1,485 hours per month. The period of performance for each option period is 12 months from the start of the option period. The level of effort anticipated for each option period is approximately 9.5 man-years at an average rate of approximately 1,485 hours per month. A summary of the labor categories and the total anticipated annual hours for this effort (Base and Options) is estimated below.

Labor Category	Hours Per Year
Senior Program Manager	300
Senior Program Analyst	1,880
Program Specialist - Person A	1,880
Program Specialist - Person B	1,880
Program Specialist - Person C	1,880
Senior Program Specialist - Person A	1,880
Senior Program Specialist - Person B	1,880
Administrative Assistant - Person A	1,880
Administrative Assistant - Person B	1,880
Graphic Specialist	300
Conference Specialist	300
Executive Assistant	1,880

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Total	17,820
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NOTE: 1880 hours is equivalent to one (1) man-year

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 estimate, the offeror's technical proposal should clearly specify the hours and labor categories proposed for each task in the Statement of Work.

Option Periods. Each of the four option periods will have a period of performance beginning the date of award through 12-months. The level of effort anticipated for each of the option periods is approximately 9.5 man-years at an average rate approximately 1,485 hours per month. A summary of the labor categories and the total anticipated annual hours for each option period is the same as that provided for the base above.

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 C of this contract, 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 contract 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.

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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 effected by written notice from the Contracting Officer.

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

9.0 Personnel Requirements

9.1 Personnel Qualifications

The Contractor shall provide qualified personnel to manage and execute all aspects of the Statement of Work. The following skill sets are anticipated to support the tasks:

9.1.1 All personnel must be thoroughly familiar and proficient in the use of commercial software packages such as Microsoft Word, Excel and PowerPoint.

9.1.2 Senior Program Manager: At least a Bachelor's Degree from an accredited college or university and eight years of experience working on or managing programs for DoD or DON (with preference given for DON programs). The candidate should have experience in providing technical direction to support staff and interfacing with Government and contractor personnel to manage workloads.

9.1.3 Senior Program Analyst (1 FTE): At least a Bachelor's Degree from an accredited college or university and eight years of experience working on or managing programs for DoD or DON (with preference given for DON programs). The candidate should have experience in providing programmatic support to senior DoD leadership managing S&T programs. The candidate should have demonstrated experience and strong understanding of the development of future-capability related documents and research and development descriptive summaries (R-2's). The candidate should be experienced in business process, financial execution, tracking, and reporting within the DoD system.

9.1.4 - Program Specialist (1 FTE), Person A: Minimum of a Bachelor's Degree from an accredited college or university and two years of professional experience in an R&D, S&T, and/or program management environment. Degree in biology or other life science is preferred. Candidates having previous DoD or DON (with preference given for DON programs) support experience in automated threat assessment technologies/programs are preferred. Candidates are required to have experience with direct support of Program Managers/Officers, including the planning of technical reviews, program progress report preparation, fiscal execution reports, database searches and electronic report file organization. Candidates should have experience supporting contract and grant execution/administration.

9.1.4 - Program Specialist (2 FTE), Persons B and C: Minimum of a Bachelor's Degree in a field of Science from an accredited college or university and four years of professional experience in an R&D,

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S&T and/or program management environment. Candidates are required to have experience: a) using Microsoft Office Suite programs, and web-based applications; b) maintaining funding plans and fiscal execution status and preparing monthly report and R2 budget exhibits; c) preparing executive level briefings and responding to data calls; d) attending meetings, reviews, conferences and/or workshops and summarizing the results for executives; and e) conducting data analysis and assisting in the development of program planning documents. Candidates should be able to handle multiple tasks and meet deadlines, work independently with minimal guidance and deal effectively with others. Previous experience in support/management of DoD, especially DoN programs is preferred.

9.1.5 - Senior Program Specialist (1 FTE), Person A: Minimum of a Master’s Degree from an accredited college or university and three years of professional experience in an R&D, S&T, and/or program management environment. Degree in biology or other life science is preferred. Candidates having previous DoD or DON (with preference given for DON programs) support experience in automated threat assessment technologies/programs are preferred. Candidates are required to have experience with direct support of Program Managers/Officers, including the planning of technical reviews, program progress report preparation, fiscal execution reports, database searches and electronic report file organization. Candidates should have experience supporting contract and grant execution/administration.

9.1.5 - Senior Program Specialist (1 FTE), Person B: (On-site ONR) The following qualifications are expected: A Graduate degree from an accredited university and a minimum of ten (10) years of managing and supporting Science and Technology programs in DoD; a background and knowledge of Navy and Marine Corps training programs and the ability to apply managerial expertise in executing a variety of Science and Technology programs. It is desirable for the candidate to possess an understanding of ONR’s organizational structure, processes and functions, and should be able to apply this understanding in the execution of ONR’s mission and ensure smooth processing of funding, awards and program execution. Candidate must possess a broad range of inter- and extra-office skills, have the ability to organize and coordinate administrative, technical, and program work efficiently, coupled with personal flexibility involving strong teamwork and clear communications in an office environment. It is highly desirable to have technical knowledge on the following areas: decision -support for Marine logistics; training for Anti-Submarine Warfare (ASW); human system integration for Capable Manpower; modeling and simulation at the individual and group levels; human, social, and cultural behavior; cognitive science; and cognitive neuroscience.

9.1.6 Administrative Assistant (Person A & Person B - 2 FTEs): At least five years experience using Microsoft –Word, Excel, PowerPoint, and Outlook to development documents and presentations. Candidates must be able to effectively communicate orally and in writing. Candidates should have experience with preparation of travel orders, the Defense Travel System (DTS) or equivalent system, country clearances, and calendars and meeting room scheduling.

9.1.7 Graphic Specialist: At least a Bachelor’s Degree from an accredited college or university and at least two years experience providing graphics support.

9.1.8 Conference Specialist: At least a high school diploma, Associate Degree preferred and three

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years experience executing and supporting DoD or DON conferences, meetings and symposia.

9.1.9 Executive Assistant (IFTE): At least five years of experience providing administrative and program management support with two or more of those years at the executive level. Candidates are required to have experience: a) managing day-to-day office operations and facilities; b) using Microsoft Office Suite programs and web-based applications; c) scheduling an executive calendar; d) conducting/coordinating all phases of event planning, travel logistics, catering, and event document preparation; and e) supporting S&T functions such as policy and procedure development, project scheduling, task & activity tracking, and human resources, fiscal, and/or strategic management. Candidates should be flexible, organized, and detail oriented. Be able to establish priorities and handle multiple tasks under time constraints. Candidates should also be able to deal effectively with others and demonstrate good teamwork skills. Previous experience in support of the Federal Government is preferred.

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Accounting Data
SLINID   PR Number           Amount
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400001   11PR08118-00           94000.00
LLA :
AB See attached Financial Accounting data (FAD) sheets

400002   11PR08118-00           68000.00
LLA :
AA See attached Financial Accounting Data (FAD) sheets

600001   11PR08118-00           10000.00
LLA :
AA See attached Financial Accounting Data (FAD) sheets

BASE Funding 172000.00
Cumulative Funding 172000.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

RESERVED

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SECTION I CONTRACT CLAUSES

CONTRACT CLAUSES SHALL BE IN ACCORDANCE WITH SECTION I OF THE BASIC IDIQ SEAPORT-E MULTIPLEAWARD 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/)

X	FAR 52.204-2	Security Requirements (AUG 1996)
X	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 "30 days", and in paragraph (c), insert "60 months").
X	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)
X	FAR 52.223-6	Drug-Free Workplace (MAY 2001) (Applies when contract action exceeds \$150,000 or at any value when the contract is awarded to an individual)
X	FAR 52.227-10	Filing of Patent Applications –Classified Subject Matter (DEC 2007)
X	DFARS 252.204-7000	Disclosure of Information (DEC 1991)
X	DFARS 252.204-7005	Oral Attestation of Security Responsibilities (NOV 2001)
X	DFARS 252.215-7002	Cost Estimating System requirements (DEC 2006)
X	DFARS 252.223-7004	Drug-Free Work Force (SEP 1988)

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SECTION J LIST OF ATTACHMENTS

Attachment 1: Non-Disclosure Agreement

Attachment 2: Quality Assurance Surveillance Plan (QASP)

Attachment 3: Reserved for Department of Defense Contract Security Classification Specification (DD 254) with FOUO Form (DD 254) to be incorporated by modification after contract award.

Attachment 4: Financial Accounting Data (FAD) sheets