

**ORDER FOR SUPPLIES OR SERVICES (FINAL)**

1. CONTRACT NO. N00178-04-D-4138				2. DELIVERY ORDER NO. EE02		3. EFFECTIVE DATE 2012 Apr 02		4. PURCH REQUEST NO. 12PR06103-00		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 Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299				CODE S2101A	
9. CONTRACTOR Tech Marine Business 100 M Street, SE Suite 400 Washington DC 20003				CODE ISCQ8		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL	
								12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		SMALL DISADVANTAGED	
								13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		WOMEN-OWNED	
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	
										<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>	
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	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.								
Tech Marine Business				Cathy Powell Contract Administrator							
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		\$1,133,808.00	
				BY: /s/Emily McLaughlin				02/09/2012		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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## **GENERAL INFORMATION**

Attachment Number 4, DD 254 - Department of Defense Contract Security Classification Specification, will be incorporated in a future modification.

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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	Basic Support Services under the Base-Year 1. (RDT&E)	1840.0	LH	\$120,622.00	\$6,031.00	\$126,653.00
400001	Funding for CLIN 4000 (RDT&E)					
4001	Additional Optional Support Services under the Base-Year 1 Option. (RDT&E)	16560.0	LH	\$921,100.00	\$46,055.00	\$967,155.00
400101	Funding for CLIN 4001 (RDT&E)					
4100	Basic Support Services under the Option-Year 2. (RDT&E) Option	1840.0	LH	\$124,245.00	\$6,212.00	\$130,457.00
4101	Additional Optional Support Services under the Option-Year 2. (RDT&E) Option	16560.0	LH	\$948,812.00	\$47,441.00	\$996,253.00
4200	Basic Support Services under the Option-Year 3. (RDT&E) Option	1840.0	LH	\$127,980.00	\$6,399.00	\$134,379.00
4201	Additional Optional Support Services under the Option-Year 3. (RDT&E) Option	16560.0	LH	\$977,324.00	\$48,866.00	\$1,026,190.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Base for Year 1 - Other Direct Costs and NMCI Seats associated with performance	1.0	LO	\$40,000.00

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(includes applicable G&A)  
(CLIN is not for subcontractor or consultant costs related to labor required under task order)  
(RDT&E)

600001 Funding for CLIN  
6000 (RDT&E)

6100 Option for Year 2                    1.0 LO            \$40,000.00  
- Other Direct  
Costs and NMCI  
Seats associated  
with performance  
(includes applicable G&A)  
(CLIN is not for subcontractor or consultant costs related to labor required under task order)  
(RDT&E)  
Option

6200 Option for Year 3                    1.0 LO            \$40,000.00  
- Other Direct  
Costs and NMCI  
Seats associated  
with performance  
(includes applicable G&A)  
(CLIN is not for subcontractor or consultant costs related to labor required under task order)  
(RDT&E)  
Option

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	The Basic Support Services under the Option-Year 4. (RDT&E) Option	1840.0	LH	\$131,818.00	\$6,591.00	\$138,409.00
7301	Additional Optional Support Services under the Option-Year 4. (RDT&E) Option	16560.0	LH	\$1,006,643.00	\$50,332.00	\$1,056,975.00

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7400	Basic Support Services under the Option-Year 5. (RDT&E) Option	1840.0	LH	\$135,763.00	\$6,788.00	\$142,551.00
7401	Additional Optional Support Services under the Option-Year 5. (RDT&E) Option	16560.0	LH	\$1,036,851.00	\$51,842.00	\$1,088,693.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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9300	Option for Year 4 - Other Direct Costs and NMCI Seats associated with performance (includes applicable G&A) (CLIN is not for subcontractor or consultant costs related to labor required under task order) (RDT&E) Option	1.0	LO	\$40,000.00
9400	Option for Year 5 - Other Direct Costs and NMCI Seats associated with performance (includes applicable G&A) (CLIN is not for subcontractor or consultant costs related to labor required under task order) (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's Sea Warfare and Weapons Department (Code 33) develops and delivers technologies that enable superior warfighting and energy capabilities for naval forces, platforms and undersea weaponry. Code 33 is comprised of three Divisions: Code 331, the Ship Systems and Engineering Research Division; Code 332: the Naval Materials Division; and Code 333, the Sea Platforms and Weapons Division. Further information on Code 33 and its Divisions can be found at [www.onr.navy.mil](http://www.onr.navy.mil).

The Office of Naval Research (ONR) Sea Warfare and Weapons (Code 33) requires support services for a variety of Naval Science and Technology (S&T) programs including, but not limited to:

- Future Naval Capabilities (FNC) – Existing and new start programs
- Innovative Naval Prototypes (INP) – Existing and new start programs
- S&T Strategic Focus Areas - Fleet Force Sustainment, Platform Mobility, Power and Energy, Power Projection, Survivability and Self Defense and Total Ownership Cost,
- S&T Investment Areas - Advanced Sea Platforms, Advanced Naval Power Systems, Functional Materials, Structural Materials, Environmental Quality, Undersea Weaponry, Survivable Sea Platforms, and Seabasing Technologies, Affordability/Reduced Life-Cycle Cost,
- S&T Programs – Ship Structural Reliability, Propulsion Materials, Energy Storage, Solid Oxide Fuel Cells, Advanced Materials, Corrosion Control and Prevention, Undersea Weapons, Torpedo Defense, Advanced Energetics and Advanced Ship Concepts

The “Basic Support Services” described hereinafter refer to the current requirement of this solicitation for only one (1) Program Analyst Full Time Equivalent (FTE). “Additional Optional Support Services” refer to the remaining nine (9) FTE’s that may be needed after the Task Order has been awarded. Each Base and Option period will have separate CLINs for the Basic Support Services and the Additional Optional Support services. The Additional Optional CLINs will be exercised as need be by the Contracting Officer in accordance with the Program Office requirements.

The current requirement for one (1) Program Analyst is to support code 333. It is expected that the services of the remaining FTEs, if exercised, will be available for all codes under the Code 33 umbrella.

### 2.0 Programmatic, business and financial support services for a variety of Naval Science and Technology (S&T) programs under the cognizance of Code 33

#### 2.1 Objective

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The purpose of this effort is to provide support for effective management of Naval S&T programs with Code 33. The Contractor will be working directly with a range of ONR Program Officers.

## **2.2 Scope**

The contractor shall provide programmatic, business and financial support to programs under the cognizance of Code 33 as listed above. Details of the scope of work are described in Section 2.3 (Technical Tasks/Requirements) below. Specific personnel requirements are described in Section G (subsection 8.0 Personnel Qualifications).

## **2.3 Technical Tasks/Requirements**

### **Programmatic, Business, and Financial Support**

2.3.1 The contractor shall assist with maintaining and developing program management tools for Department correspondence, action item tracking, project status tracking, and project history maintenance.

2.3.2 The contractor shall assist with the planning and execution of allocations by coordinating the preparation and review of actual and projected funding estimates, justifications and strategies.

2.3.3 The contractor shall track program specific financial issues related to deficiencies, excesses, trends and imbalances to assist the Program Officers and Program Analysts in appropriately and optimally allocation resources.

2.3.4 The contractor shall work with program managers, program officers, program analysts, and contracting and financial departments on financial execution to unsure programmatic benchmarks are met.

2.3.5 The contractor shall assist with draft responses to internal and external communications on program specific issues.

2.3.6 The contractor shall provide graphics and reproduction, appropriate nearby conference and business facilities, and other allowable materials and services necessary to support the tasks in this statement of work.

2.3.7 The contractor shall assist with putting together financial and programmatic summaries for internal and external data calls.

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2.3.8 The contractor shall assist Program Officers on an as-needed basis, including preparation of procurement packages and other information required by the Contracting Department, initiation of funding documents, tracking and monitoring program expenditures, and working with Program Officers, performers and program analysts on financial execution to ensure the benchmarks are met.

2.3.9 The contractor shall assist with planning and execution of allocation, correspondence to departmental financial tasks and budget calls.

## 2.4 Reports Data and Other Deliverables

The following deliverables are required to support this project:

2.4.1 Monthly report. The contractor shall provide a monthly summary report. The report shall include a summary of the major tasks/accomplishments and a financial snapshot as to the status of the funded performance period. Contractor format is acceptable.

2.4.2 Presentation material. The contractor shall provide presentation materials as required by the ONR Program Officers.

2.4.3 Program Reviews. The Contractor shall provide the results of all Program Reviews attended. These shall include the name of the program/project being reviewed, the date and location of the review, the occasion of the review (why the review was being conducted), who was conducting the review, how the review was conducted (e.g., briefing, test, demo, etc.), the results of the review, any action items or decisions made as a result of the review, and any recommendations for action the Contractor has for action or follow-up.

2.4.4 Individual travel reports. The contractor shall provide travel reports, when specified by the ONR Program Officer, no later than 14 days after the conclusion of the travel. The report shall contain dates, locations of travel, purpose, total cost with unusual cost items (including registration fees) specifically set forth, tasks performed, and accomplishments. If publications or proceedings documentation were distributed a copy may be included with the report. Contractor format is acceptable.

2.4.5 Quality Control Plan. The contractor shall provide a Quality Control Plan within 60 days of contract award.

2.4.6 Other Reports, Memorandums and Papers. The contractor shall provide other reports, memorandums, and papers as required by the ONR Program Officer. Contractor format is acceptable.

\*Electronic submission is encouraged for all reports, unless other requested by ONR.

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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 Basic Support Services under the Base-Year 1 (CLIN 4000) shall be performed from April 2, 2012 through twelve (12) months.
2. The Additional Optional Support Services under the Base-Year 1 (CLIN 4001) are exercised. Those services shall be performed from April 2, 2012 through the end date of CLIN 4000.
3. If Option-Year 2 is exercised, the Basic Support Services under the Option-Year 2 (CLIN 4100) shall be performed from the effective date of option exercise through twelve (12) months thereafter.
4. If the Additional Optional Support Services under the Option-Year 2 (CLIN 4101) are exercised, those services shall be performed from the date of CLIN 4101 exercise through the end date of CLIN 4100.
5. If Option-Year 3 is exercised, the Basic Support Services under the Option-Year 3 (CLIN 4200) shall be performed from the effective date of option exercise through twelve (12) months thereafter.
6. If the Additional Optional Support Services under the Option-Year 3 (CLIN 4201) are exercised, those services shall be performed from the date of CLIN 4201 exercise through the end date of CLIN 4200.
7. If Option-Year 4 is exercised, The Basic Support Services under the Option-Year 4 (CLIN 7300) shall be performed from the effective date of option exercise through twelve (12) months thereafter.
8. If the Additional Optional Support Services under the Option-Year 4 (CLIN 7301) are exercised, those services shall be performed from the date of CLIN 7301 exercise through the end date of CLIN 7300.
9. If Option Year 5 is exercised, the Basic Support Services under the Option-Year 5 (CLIN 7400) shall be performed from the effective date of option exercise through twelve (12) months thereafter.
10. If the Additional Optional Support Services under the Option-Year 5 (CLIN 7401) are exercised, those services shall be performed from the date of CLIN 7401 exercise through the end date of CLIN 7400.
11. 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.
12. Place of Performance: The majority of work will be performed on-site at the Office of Naval Research, not at the Contractor's place of business.

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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](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.

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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]

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](mailto: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

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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.

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### **1.3 Allotment of Funds**

(a) It is hereby understood and agreed that this contract will not exceed a total amount of \$1,133,808; including an estimated cost of \$1,081,722 and a fixed fee of \$52,086.

(b) It is hereby understood and agreed that CLIN 4000 will not exceed a total amount of \$126,653; including an estimated cost of \$120,622 and a fixed fee of \$6,031. The total amount presently available for payment and allotted to CLIN 4000 of this contract is \$25,000; including an estimated cost of \$23,810 and a fixed fee of \$1,190. It is estimated that the amount allotted of \$25,000 will cover the period from date of award through 2 months.

(c) It is hereby understood and agreed that CLIN 4001 will not exceed a total amount of \$967,155; including an estimated cost of \$921,100 and a fixed fee of \$46,055. The total amount presently available for payment and allotted to CLIN 4001 of this contract is \$25,000; including an estimated cost of \$23,810 and a fixed fee of \$1,190. It is estimated that the amount allotted of \$25,000 will cover the period from date of award through 1 month.

(d) It is hereby understood and agreed that CLIN 6000 will not exceed a total estimated cost of \$40,000 (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 3 months thereafter and support 2 Full Time Equivalents.

### **1.4 Approvals Required for Incrementally Funded "Additional Optional Support Services" CLINs**

If CLINs for "Additional Optional Support Services" are exercised in any given period and are incrementally funded, the Contracting Officer shall provide written direction (either in the option modification or via email) regarding the number of Full Time Equivalents (FTEs) and time period for which the funding is being provided under that CLIN. Before the contractor can provide any additional FTEs in excess of that previously approved under a given incrementally funded "Additional Optional Support Services" CLIN, prior written approval (via modification or email) must be provided by the Contracting Officer.

### **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**

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### **3.1 Other Direct Costs (ODCs)**

ODCs (including supplies, travel, 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 individual cost (such as airfare) exceeding \$2,500 must be approved in advance by the Procuring Contracting Officer. The total ODC amount is not to exceed \$40,000 per year. This NTE amount should be proposed and included as part of the cost total (without profit or fee) in every proposal submitted under this solicitation. **However, this Government Estimate for ODCs assumes that the meeting room space will be provided through its indirect rates.**

#### **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 facilities required to perform the tasks outlined in the Statement of Work will be at the Office of Naval Research. For bidding purposes, all Basic Support will be at ONR, while the Additional Optional Support should be priced for performance at ONR with the exception of two Program

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Analysts. The Contractor shall have a meeting room space within 10 miles of ONR Headquarters. **The meeting room must accommodate a table that seats at least 10 people and allow for a total of 30 people in the room to include the people at the table and those seated around the wall.**

There is a need for direct support to be provided at ONR Headquarters to Code 33 staff. For those cases, 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.

Should the Statement of Work for this requirement allow for database and/or website development, Navy Regulations and/or Policy may require use of Navy facilities/equipment/domains for such work, vice that provided by the contractor. The contractor shall describe its plan to implement the database and/or website development to the COR and the appropriate representative in ONR Code 06 and must receive approval from both the COR and ONR 06 prior to commencing any work in this area.

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 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 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. Computers should not be

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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:**

This is a 100% Small Business Set-aside and the prime Contractor's employees shall perform at least 51 percent of the cost of the contract performance incurred for personnel.

### **3.8 Security Requirements:**

a. Clearance Requirements. During the performance of the effort, the Contractor may be required to have access to classified information 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 capable of receiving a SECRET facility clearance. A DD Form 254 will be required prior to access of any classified information. Access to any classified materials up to the Secret level would be permitted only at ONR or other Government facility with appropriate storage capability. Therefore the contractor's facility is not required to be approved for storing material classified. 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, the Contractor will be required to execute Nondisclosure Agreements (NDAs) (Attachment 1).

### **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.

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Contract Negotiator – Ms. Emily McLaughlin, ONR BD253, (703) 588-2440, E-Mail Address: [emily.j.mclaughlin@navy.mil](mailto:emily.j.mclaughlin@navy.mil)

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

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

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

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

The COR for this contract is: Narva Ross

Code: 33

Mailing Address: Office of Naval Research, 875 North Randolph Street, Suite 610, 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**

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

## **7.0 Level of Effort ONR 5252.216-9706 (DEC 88)**

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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 the Basic Support Services of this contract shall be 1,840 total hours of direct labor (18,400 hours if the Additional Optional Support Services are exercised), 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 153 hours per month for Basic Support Services (or 1,533 if the Additional Optional Support Services are exercised). It is understood and agreed that the rate of 153 hours per month may fluctuate in pursuit of the technical objective or the activation of Additional Optional Support Services, 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:

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

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost", require the

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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 (inclusive of Basic and Additional Optional) has been estimated for the proposed contract, both at 18,400 man-hours in the base period and 18,400 man-hours in each of the four option years for a total of 92,000 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 1 man-year (or 10 man-years if the Additional Optional Support Services are exercised) at an average rate of approximately 153 hours per month (or 1,533 if the Additional Optional Support Services are exercised). A summary of the labor categories and the total anticipated annual hours for this effort is estimated below.

Basic Support Services

<b>Labor Category</b>	<b>Hours Per Year (Base)</b>
Program Analyst (1)	1,840
Total	1,840

Additional Optional Support Services

<b>Labor Category</b>	<b>Hours Per Year (Base)</b>
Program Analyst (2)	3,680
Program Assistant (4)	7,360
Senior Program Analyst (3)	5,520

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Total	16,560
<b>Total of Both Services</b>	<b>18,400</b>

NOTE: 1,840 hours is equivalent to one (1) man-year, or FTE (full time equivalent)

Option Periods: Each of the four option periods will have a period of performance beginning from the date of option exercise through 12 months. The level of effort anticipated for this period is approximately 1 man-year (or 10 man-years if the Additional Optional Support Services are exercised) at an average rate of approximately 153 hours per month (or 1,533 if the Additional Optional Support Services are exercised). A summary of the labor categories and the total anticipated annual hours for this effort is estimated below.

#### Additional Optional Support Services

Labor Category	Hours Per Year (Option)
Program Analyst (1)	1,840
Total	1,840

#### Additional Optional Support Services

Labor Category	Hours Per Year (Option)
Program Analyst (2)	3,680
Program Assistant (4)	7,360
Senior Program Analyst (3)	5,520
Total	16,560
<b>Total of Both Services</b>	<b>18,400</b>

NOTE: 1,840 hours is equivalent to one (1) man-year, or FTE (full time equivalent)

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.

## 8.0 General Contractor Requirements

The Contractor shall provide qualified personnel to manage and execute all aspects of the statement of work. ONR Code 33 requires contractors with a diverse set of management abilities, technical

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capabilities and experience to support the wide range of engineering and programmatic activities.

## **8.1 Personnel Requirements**

8.1.1 Personnel proposed must be thoroughly familiar and proficient in the use of commercial software packages such as Microsoft Office Applications.

8.1.2 Personnel proposed must be capable of developing and maintaining key documents, descriptive summaries, master plans, and plans of actions and milestones.

8.1.3 All personnel shall have a minimum security clearance of SECRET, or be capable of obtaining a SECRET clearance, unless otherwise identified in Section 8.2.

8.1.4 Experience in development of budgets and programmatic management of DoD S&T Funds, and IT and software-based financial management systems and tools (preference for experience with ONR software systems such as Naval Research Information System, "NAVRIS," or other Oracle financial products, and to a lesser extent, experience with Navy ERP System or other SAP systems).

*Note: NAVRIS is ONR's web-based enterprise-level integrated Information and Financial Management System that primarily provides ONR a full life-cycle electronic mechanism for integrated procurement and financial applications using Oracle eBusiness tools, while NMCI provides the DON with network-based information services on a single, enterprise-wide intranet. ONR is scheduled to migrate to Navy ERP in October 2012.*

## **8.2 Position Specific Personnel Requirements**

8.2.1 Senior Program Analysts: (Estimated 3) Candidates should possess a Bachelor's degree from an accredited college or university in a scientific or business discipline and 5 years experience in an S&T discipline related to the task objectives, or at least 10 years of experience in a scientific, business discipline, or relevant field with no degree. The candidate should have excellent skills in data interpretation and analysis as well as interpersonal communication. Candidate should have demonstrated competence/experience in the conduct of operational assessments of research and development activities in the Navy and DoD environment. The candidate should have the ability to effectively work independently and as part of an integrated team of Government and non-Government players.

The Senior Program Analyst should be familiar with Government or similar organizations' financial procedures and operating the Department/Divisions information systems, such as NAVRIS or other Oracle financial products, to provide timely information to the Department/Division Directors, Program Managers and Program Officers on request.

8.2.2 Program Analysts: (Estimated 3) Candidates should possess a Bachelor's degree from an accredited college or university with 3 years experience or equivalent training, or 5 years experience in a scientific or business discipline or relevant field with no degree. The candidates should have demonstrated competence in Microsoft Office, Microsoft Project, PowerPoint, Microsoft Outlook and Oracle based systems. The candidate should possess strong interpersonal, organizational, communication and analytical skills. The candidate should be able to prepare reports using information

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in Oracle databases.

8.2.3 Program Assistants: (Estimated 4) Candidates should possess 2 years of recent and relevant work experience with similar organizations. The candidate should have demonstrated competence in Defense Travel System (DTS) or other travel systems and Oracle based systems. The candidate should possess strong interpersonal, organizational, communication and analytical skills. The candidate should be able to prepare reports using information systems' databases such as NAVRIS's.

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Accounting Data
SLINID   PR Number           Amount
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400001   12PR06103-00          25000.00
LLA :
AA See attached Financial Accounting Data (FAD) sheets

400101   12PR06103-00          25000.00
LLA :
AA See attached Financial Accounting Data (FAD) sheets

600001   12PR06103-00          10000.00
LLA :
AA See attached Financial Accounting Data (FAD) sheets

BASE Funding 60000.00
Cumulative Funding 60000.00

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **1.0 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

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

### **2.0 CONTRACT 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 coversheets, 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.

### **3.0 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 Defense Contract Audit Agency (DCAA) or alternate federal agency prior to task order award.

### **4.0 PERFORMANCE REQUIREMENTS**

By submission of an offer and execution of this order, the Offeror/Contractor agrees that in performance of this order that at least 51% of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

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## SECTION I CONTRACT CLAUSES

### 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 52.217-9	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.")
X	FAR 52.219-14	Limitations on Subcontracting (DEC 1996)
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 \$100,000 or at any value when the contract is awarded to an individual)
X	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)
X	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)

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## **SECTION J LIST OF ATTACHMENTS**

Attachment Number 1: Non-Disclosure Agreement

Attachment Number 2: Quality Assurance Surveillance Plan

Attachment Number 3: Financial Accounting Data (FAD) sheets

Attachment Number 4: DD254, Department of Defense Contract Security Classification Specification (Revised) (Pending - to be incorporated via modification)

Attachment Number 4a: FOUO ATTACHMENT TO DD FORM\_254 (Pending - to be incorporated via modification)