

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-07-D-5288				2. DELIVERY ORDER NO. EE01		3. EFFECTIVE DATE 2010 Apr 01		4. PURCH REQUEST NO. TBD		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 VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342				CODE S2404A	8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)		
9. CONTRACTOR UNIVERSAL CONSULTING SERVICES, INC. 3975 Fair Ridge Drive Suite 400S Fairfax VA 22033			CODE ISUM1	FACILITY 008219672		10. DELIVER TO FOB POINT BY (Date) See Schedule			11. X IF BUSINESS IS		
									X	SMALL	
						12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			X	SMALL DISADVANTAGED	
									X	WOMEN-OWNED	
						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.								
UNIVERSAL CONSULTING SERVICES, INC.						ABHIJIT 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			
				BY: /s/Ellen Simonoff				03/18/2010 CONTRACTING/ORDERING OFFICER		26. DIFFERENCES	
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					
						31. PAYMENT COMPLETE		34. CHECK NUMBER			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						PARTIAL		35. BILL OF LADING NO.			
a. DATE						b. SIGNATURE AND TITLE OF CERTIFYING OFFICER					
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	Base effort for Contract Support Services for Code 02 (RDT&E)			
400001	(RDT&E)			
4100	Option for Year 2 - Contract Support Services for Code 02 Option (RDT&E) Option			
4200	Option for Year 3 - Contract Support Services for Code 02 Option (RDT&E) Option			
4300	Option for Year 4 - Contract Support Services for Code 02 Option (RDT&E) Option			
4400	Option for Year 5 - Contract Support Services for Code 02 Option (RDT&E) Option			

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
6000	Base effort - Other Direct Costs - Not-to-exceed: CLIN associated with the Contract Support Services for Code 02 CLIN 4000 (RDT&E)	1.0 Lot
6100	Option for Year 2 -- Other Direct Costs -	1.0 Lot

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Not-to-exceed:
 CLIN associated
 with the Contract
 Support Services
 for Code 02
 CLIN 4100
 Option (RDT&E)
 Option

6200 Option for Year 3 1.0 Lot

-- Other Direct
 Costs -
 Not-to-exceed:
 CLIN associated
 with the Contract
 Support Services
 for Code 02
 CLIN 4200
 Option (RDT&E)
 Option

6300 Option for Year 4 1.0 Lot

-- Other Direct
 Costs -
 Not-to-exceed:
 CLIN associated
 with the Contract
 Support Services
 for Code 02
 CLIN 4200
 Option (RDT&E)
 Option

6400 Option for Year 5 1.0 Lot

-- Other Direct
 Costs -
 Not-to-exceed:
 CLIN associated
 with the Contract
 Support Services
 for Code 02
 CLIN 4100
 Option (RDT&E)
 Option

The contractor shall perform services in accordance with the Statement of Work on Section C of this Task Order.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 Background

The Office of Naval Research (ONR) is responsible for the management of scientific and technological (S&T) development focusing on improvements in U.S. Navy and Marine Corps operations. ONR carries out its research and development projects through contracts and grants with universities, industry, and non-profit organizations. The ONR Director for Contract and Grant Awards is responsible for the placement and management of all contracts, grants, cooperative agreements, and other transactions for research, supplies and services for the Office of Naval Research, its field activities, and other offices and agencies as designated.

This is an existing requirement. The incumbent is CACI Technologies, Inc., Contract Number N00014-04-D-0505-0002.

2.0 Statement of Work

2.1 Requirements

2.1.1 Procurement Technician to support Procurement Branches (Codes 251, 252, 253, 254 and 255) (shall include, but not limited to):

Receive all paper copies of the Procurement Requests/Change Requests (PRs/CRs) from Code 25 procurement technician for the Branch

Receive all Proposals from the Program Office and assure proposal package is complete.

Coordinate with Program Office to assure missing parts of proposal package elements are received prior to giving to Branch Head for assignment. Check status with Program Officer, Program Officer Support Contractor, and Program Analyst. Combine proposals with relevant CR/PR and then provide to Branch Head for assignment.

Generate Work-In-Process (WIP) report from Business Intelligence (BI) Tool weekly to assist in the assignment of actions. Merge comments from current report from the last report and upload to the shared computer drive for the specialists to update. Post status of unassigned actions to the WIP report.

Update work assignments in the Naval Reporting Information System (NAVRIS).

Interface with Finance Office (ONR 08) on Obligation/Commitment Issues

Interface with the Business Financial Managements (BFMs) and Program Analysts to check status on actions and to request missing proposals.

Help clean up the old contracts or unassigned actions in the WIP report that need to be cancelled or other action taken, to include interfacing with the Program Officer

Track down copy of awards for Program Officers and Defense Contract Management Agency (DCMA) and others.

Coordinate DCMA's request to verify all deliverables have been received for expired contracts.

Respond to No Funds Extension (NFEs) requests and coordinate to get them approved with Program Office, get required information from contractor, and draft modifications.

Schedule and organize meetings for the branch

Support distribution for various awards for urgent actions. (i.e., scan award and email to performer

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before sending to file room).

Respond to various voice messages forwarded from the Branch Head involving inquiries as to who is working efforts or other non-technical process questions.

Shred unclassified documents.

Take burn bags with classified documents from branch specialists to the appropriate person in security and make sure supply of unused burn bags are on hand for specialists.

Prepare, research, and log CRs into Branch Log

Obtain technical and cost proposals from the Program office point of contact

Research issues

Draft and complete contract modifications, primarily administrative and incremental funding actions

2.1.2 Procurement Technician to support code 25 (shall include, but not limited to):

- Preparing simple contract/grant modifications
- Compiling workload reports
- Conducting special projects
- Tracking grant, contract, SBIR/STTR proposals
- Reviewing procurement checklists
- Searching databases
- Responding to contract specialist requests
- Drafting correspondence
- Preparing contract and grant file folders and documents
- Printing daily run of procurement requests
- Running reports
- Booking conference rooms
- Ordering and maintaining adequate office supplies

2.1.3 Procurement Technician to support code 25 supporting Center for Naval Analysis (shall include, but limited to):

The procurement technician will be required to prepare contract modifications and delivery orders using standard document templates.

2.1.4 Procurement Technician to support code 21 (shall include, but not limited to):

The Contractor shall be responsible for providing acquisition data reporting, analysis, and maintenance support. Specifically, the contractor will be responsible for the following:

Maintain Office of Naval Research (ONR) Performer file data for the Naval Reporting Information System (NAVRIS)

Report congressionally required Contracting Action Reports (CARs) to the Federal Procurement Data System - Next Generation (FPDS-NG)

Run metrics reports and queries to support data quality and data management activities related to loading, extracting and presenting data from multiple data sources to track and report statistical data on ONR procurement & assistance awards

Respond to data calls and Freedom of Information Act (FOIA) requests as required

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Run automated programs for data upload and user notification related to the ONR Acquisition 's Wide Area Work Flow (WAWF) and Electronic Document Access (EDA) award distribution process

Operate and maintain the ONR AwardWeb notification system including points of contact and email addresses for specific businesses or universities

Validate and correct contract and grant Total Award Value (TAV) data in NAVRIS

2.1.5 Procurement Analyst to support code 22 (shall include, but not limited to):

The Contractor will be responsible for providing assistance to the Contracting Activity and Policy Division in support of contract awards. Specifically, the Contractor will interpret statutes and regulations, assist with data calls, create/update training, update contract shells, prepare Information Alerts, draft regulatory and statutory changes, etc.

Contractor personnel will not be permitted to perform any support functions that constitute inherently government functions. The ultimate decision authority for all government procurement and assistance agreements actions remains the government contracting official.

2.2 Deliverables

The contractor shall provide the following deliverables to the Program Officer:

- * Monthly man-power and expenditure report(s) by labor category/individual
- * Annual man-power and expenditure report(s)
- * Quality Control Plan (ONCE, 2 months after task orders award)

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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 1 Apr 2010 through 12 months
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 1 Apr 2011.
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 1 Apr 2012.
4. If exercised, the support services under Option for Year 4 (CLINs 4300 and 6300) shall be for a period of 12 months with an estimated start date of 1 Apr 2013.
5. If exercised, the support services under Option for Year 5 (CLINs 4400 and 6400) shall be for a period of 12 months with an estimated start date of 1 Apr 2014.
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

The work will be performed at the Office of Naval Research.

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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*)

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-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 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

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contract, the Contractor shall be paid as follows:

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

(b) A fixed fee, in the amount set forth as 'Fixed Fee' in Section B, in accordance with the contract clause FAR 52.216-8 "Fixed Fee", shall be paid upon completion of the work and services required under this contract and upon final acceptance by the Contracting Officer. However, the Contractor, shall bill on each voucher the amount of the fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost not to exceed the amount set forth as "Fixed Fee" in Section B. The total fixed fee billed, shall not exceed the total fixed fee specified in Section B and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever applies.

(c) In accordance with FAR 52.216-8, "Fixed Fee", the Administrative Contracting Officer (ACO), in order to protect the Government's interest, shall withhold 10% of the fixed fee amount set forth in Section B or until a reserve is set aside in the amount of \$100,000.00, whichever is less. The ACO shall release 75% of the fixed fee reserve upon acceptance of deliverables identified in section F of this contract. The remaining 25% of the fixed fee reserve will be released after receipt of final rates, the contractor has satisfied all other contract terms and conditions, including the submission of final patent and royalty reports, and is not delinquent in submitting final vouchers of prior years' settlements.

1.3 Allotment of Funds

(a) It is hereby understood and agreed that this contract will not exceed a total amount of including an estimated cost of and a fixed fee of

(b) It is hereby understood and agreed that CLIN 4000 will not exceed a total amount of including an estimated cost of and a fixed fee of . The total amount presently available for payment and allotted to CLIN 4000 of this contract is including an estimated cost of and a fixed fee of . It is estimated that the amount allotted of will cover the period from date of award through thereafter.

(c) It is hereby understood and agreed that CLIN 6000 will not exceed a total estimated cost of (no fixed fee). (This CLIN is fully funded.)

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)

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ODCs (including travel, supplies, etc.) will be reimbursed at cost plus G&A without profit or fee. Purchases of items (other than consumable materials or supplies) exceeding \$500 and all travel must be approved in advance by the Contracting Officer's Representative (COR). The total Travel/ODC amount is not to exceed _____ per year (including G& A).

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.

3.1.1 Travel and Per Diem

Occasionally, travel may be required to support this Statement of Work. In accordance with the contract requirements, direct costs associated with the Contractor's travel, including per diem, shall 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.

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:

Work will be performed at the Office of Naval Research. 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 Representative (COR).

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 .

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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. 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 may be required to obtain one or more 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 a requirement 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 scope, structure or dollar values of the Order as a result of the emerging NMCI requirements. General information regarding NMCI can be obtained at: <http://www.nmci-eds.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. No classified information or requirements are anticipated. Contractor support personnel are required to safeguard the information labeled as proprietary. All contract support personnel must currently possess a SECRET clearance.

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) as outlined in Section L, paragraph 1.5.1 of this solicitation.

3.9 Organizational Conflict of Interest

a. The parties acknowledge that, during performance of this contract resulting from this Order Solicitation, the contractor may require access to certain proprietary and confidential information (whether in its original or derived form) submitted to the Government. Such information includes, but is not limited to, business practices, proposals, designs, mission or operation concepts, sketches, management policies, cost and operating expense, technical data and trade secrets. The contractor shall take appropriate steps not only to safeguard such information, but also to prevent disclosure of such information to any party other than the government. The contractor agrees to indoctrinate company personnel who will have access to or custody of the information concerning the nature of the confidential terms under which the government received such information and shall stress that the information shall not be disclosed to any other party or to contractor personnel who do not need to know the contents

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thereof for the performance of the contract. Contractor personnel shall also be informed that they shall not engage in any other action, venture, or employment wherein this information will be used for any purpose by any other party.

b. The contractor agrees that, during the performance of the contract resulting from this Order solicitation and for a period of two (2) years after the completion of its performance of the contract, the contractor, any affiliates of the contractor, any joint venture involving the contractor, any entity into or with which the contractor may merge or affiliate, or any other successor or assign the contractor may not be eligible to participate as a prime contractor, subcontractor, consultant, joint venture, partner, or participant in any government contracts, grants, partnerships, programs, or other agreements under the Office of Naval Research (ONR) research programs.

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 – Celeste Fuentes, ONR 25, (703) 696-2588, DSN 426-25880, E-Mail Address: celeste.fuentes@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))- Captain John Couture, ONR 02, (703) 696-4607, DSN 426-4607, Email Address: john.couture@navy.mil

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

The COR for this contract is: Name: **Susan Sutherland**

Code: 25

Mailing Address: Office of Naval Research, 875 North Randolph Street, Suite 1425, Code 25, 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)

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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

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

- 1) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The yearly level of effort for the performance of this contract shall be _____ total hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in Paragraph 11 below
- 2) The level of effort for this contract shall be expended at an average rate of _____ hours per month. It is understood and agreed that the rate of _____ 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.

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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 (Required LOE Hours - Expended LOE Hours

Required LOE Hours

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost", require the Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph 1 shall have been expended, at no increase in the fixed fee of this contract.

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

8) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish hours up 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 period of performance shall be as follows: a 12 -month base period and four 12-month option periods have been estimated for the proposed contract.

Base Period: The base period of performance will be from April 1, 2010 through March 31, 2011. The level of effort anticipated for this period is approximately _____ at an average rate of approximately _____ hours per month. A summary of the labor categories and the total anticipated annual hours for this effort is provided below.

Labor Category	Hours Per Year
Procurement Analyst	_____
Procurement Technician	_____
Total	_____

Note: 1880 hours is equivalent to one (1) man -year taking into account vacation/holidays.

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Options for Years 1 through 4: The level of effort for each of these three option periods is approximately at an average rate of approximately . A summary of the labor categories and the total anticipated annual hours for this effort is provided below.

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 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 one hundred percent (100%) 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.

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.

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(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 Qualifications

9.1 Personnel Qualifications

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

9.1.1 Procurement Analyst (GS-1102-13/14 equivalent): At least six (6) years relevant experience in contracting. A Bachelors Degree with a business concentration from an accredited college or university is preferred, but not required. Additional years of experience may be considered in lieu of education. The candidate should have documented experience in and working knowledge of government/defense programs. The candidate should have excellent writing skills and be able to communicate orally and in writing. The candidate should be familiar with Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) based procurements.

9.1.2 Procurement Technician (GS 5-9 equivalent): At least an Associates Degree with a business concentration from an accredited college or university or three (3) years of relevant experience. The candidate should have documented experience in and working knowledge of government/defense programs. The candidate should be able to communicate orally and in writing. The candidate should be proficient in MS Word, Outlook and Excel. The candidate should be familiar with FAR and DFARS based procurements.

9.1.2.1 Procurement Technician to support code 21: Must have same qualifications as in paragraph 9.1.2.1. In addition, proficiency with Access. Experience with creating and running reports.

10.0 Work Schedule

10.1 Holidays/Leave/Closings - The proposed personnel will not work on the following ten Federal Holidays: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. If the Government declares another day as a holiday, that situation will be handled similarly. In the event the Government is closed for any other purposes (e.g., inclement weather) the proposed personnel may be allowed to work provided permission is granted by the contractor and the Government's site manager. If proposed personnel will be absent of the office for other reasons (e.g., sick, vacation), these absences must be coordinated with the Government's on-site manager prior to their occurrence, to the extent practicable. The Government cannot be charged (as a direct charge) for any time in which personnel are not on-site and working, unless the procedures for a Government closure have been followed.

10.2 Work Schedule - Individual contractor support employees can chose to work one of the following schedules, as long as it is mutually agreed upon by all parties:

(a) Regular Schedule – The contractor may work 8 hours per day, 40 hours per week, Monday through Friday.

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(b) Compressed Work Day Schedule (also known as 5-4-9) – During a two-week pay period of 80 hours, the contractor will work 8 nine - hour days, 1 eight- hour day, and take one week day off. The day off can either be the first or second Monday of the pay period – or - the first or second Friday of the pay period. The day off shall not fall in the same week as the eight -hour day.

10.3 Work Hours – The contractor personnel must have a work schedule with established arrival and departure times approved by the contractor and the Government’s site manager. Regularly scheduled arrival times may not begin before 06:00 or after 10:00. Regularly scheduled departure times may not be before 15:00 or after 18:30.

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Accounting Data
SLINID  PR Number          Amount
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400001  10PR05627-00
LLA :
AA See Attached Financial Accounting Data Sheet

6000    10PR05627-00
LLA :
AA See Attached Financial Accounting Data Sheet
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BASE Funding
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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SECTION I CONTRACT CLAUSES

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

ADDITIONAL FAR AND DFARS CLAUSES

This task order incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>

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 "5 years."
X	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (AUG 2003)
X	FAR 52.223-6	Drug-Free Workplace (MAY 2001)
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 Number 01: Non Disclosure Agreement

Attachment Number 02: Financial Accounting Data Sheet