

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-10-D-6130		2. DELIVERY ORDER NO. EE01		3. EFFECTIVE DATE 2013 Aug 27		4. PURCH REQUEST NO. 1300375972		5. PRIORITY Unrated	
6. ISSUED BY Office of Naval Research 875 N. Randolph St Arlington VA 22203-1995				7. ADMINISTERED BY DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>			
9. CONTRACTOR Karthik Consulting, LLC. 413 Nutley St NW Vienna VA 22180				10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS			
				12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		X SMALL X SMALL DISADVANTAGED WOMEN-OWNED			
14. SHIP TO See Section D				15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	

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.

Karthik Consulting, LLC.		Karthik Balasubramanian President	
NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/>	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	\$548,223.00
	BY: /s/Michael S Boyle	26. DIFFERENCES	
	08/27/2013 CONTRACTING/ORDERING OFFICER		

27a. QUANTITY IN COLUMN 20 HAS BEEN

INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:
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b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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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
	FINAL		

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.
		FULL	

a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED	40. TOTAL CON-TAINERS	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	PSC Code	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R799	Base Period (12 months) - Services for the National Oceanographic Partnership Program (NOPP) and Ocean Research Advisory Panel (ORAP) (RDT&E)	8200.0	LH	\$452,063.00	\$21,160.00	\$473,223.00
400001	R799	Funding for CLIN 4000 (RDT&E)					

For ODC Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost
6000	R799	Base Period (12 months) - Other Direct Costs Not-to-Exceed CLIN associated with Services for the National Oceanographic Partnership Program (NOPP) and Ocean Research Advisory Panel (ORAP), CLIN 4000 (RDT&E)	1.0	LO	\$75,000.00
600001	R799	Funding for CLIN 6000 (RDT&E)			

For Cost Type Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R799	Option I Period (12 months) - Services for the National Oceanographic Partnership Program (NOPP) and Ocean Research Advisory Panel (ORAP) (RDT&E) Option	8200.0	LH	\$459,141.00	\$21,500.00	\$480,641.00

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7100	R799	Option II Period (12 months) - Services for the National Oceanographic Partnership Program (NOPP) and Ocean Research Advisory Panel (ORAP) (RDT&E) Option	8200.0	LH	\$466,296.00	\$21,843.00	\$488,139.00
7200	R799	Option III Period (12 months) - Services for the National Oceanographic Partnership Program (NOPP) and Ocean Research Advisory Panel (ORAP) (RDT&E) Option	8200.0	LH	\$473,571.00	\$22,192.00	\$495,763.00
7300	R799	Option IV Period (12 months) - Services for the National Oceanographic Partnership Program (NOPP) and Ocean Research Advisory Panel (ORAP) (RDT&E) Option	8200.0	LH	\$481,005.00	\$22,549.00	\$503,554.00

For ODC Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost
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9000	R799	Option I Period (12 months) - Other Direct Costs Not-to-Exceed CLIN associated with Services for the National Oceanographic Partnership Program (NOPP) and Ocean Research Advisory Panel (ORAP), CLIN 7000 (RDT&E) Option	1.0	LO	\$75,000.00
9100	R799	Option II Period (12 months) - Other Direct	1.0	LO	\$75,000.00

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Costs
Not-to-Exceed
CLIN associated
with Services for
the National
Oceanographic
Partnership
Program (NOPP)
and Ocean
Research Advisory
Panel (ORAP),
CLIN 7100 (RDT&E)
Option

9200 R799 Option III Period 1.0 LO \$75,000.00

(12 months) -
Other Direct
Costs
Not-to-Exceed
CLIN associated
with Services for
the National
Oceanographic
Partnership
Program (NOPP)
and Ocean
Research Advisory
Panel (ORAP),
CLIN 7200 (RDT&E)
Option

9300 R799 Option IV Period 1.0 LO \$75,000.00

(12 months) -
Other Direct
Costs
Not-to-Exceed
CLIN associated
with Services for
the National
Oceanographic
Partnership
Program (NOPP)
and Ocean
Research Advisory
Panel (ORAP),
CLIN 7300 (RDT&E)
Option

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 BACKGROUND

The Office of Naval Research is an Echelon I headquarters organization within the Office of the Secretary of the Navy. As the Department of the Navy's Science and Technology (S&T) provider, ONR provides technology solutions for Navy and Marine Corps needs. ONR's mission -- defined by law -- is to plan, foster, and encourage scientific research in recognition of its paramount importance as related to the maintenance of future naval power, and the preservation of national security. Further, ONR manages the Navy's basic, applied, and advanced research to foster transition from science and technology to higher levels of research, development, test and evaluation.

The Ocean Battlespace Sensing Department (Code 32) explores science and technology in the areas of oceanographic and meteorological observations, modeling and prediction in the battlespace environment; submarine detection and classification (anti-submarine warfare); and mine warfare applications for detecting and neutralizing mines in both the ocean and littoral environment. The Department also underwrites oceanographic, space-based remote-sensing and environmentally related science and technology efforts within the Department of the Navy.

The Department is composed of two divisions, Ocean Sensing and Systems Applications Division (Code 321) and Ocean, Atmosphere and Space Research Division (Code 322) which seek to cultivate innovative science and technology within the Ocean Battlespace Sensing Department area of responsibility. Code 322 is also responsible for management and support of the National Oceanographic Partnership Program established by Public Law 104-201 and the Ocean Research Advisory Panel (Executive Order 13547 provides background).

2.0 PROGRAM BACKGROUND

National Oceanographic Partnership Program (NOPP). NOPP is governed by the National Ocean Council (NOC). The National Ocean Council has the responsibility to establish NOPP policies and implement procedures, including (though not restricted to) selection of projects, allocation of funds, and establishing and maintaining: (1) NOPP Program Office (NOPPO), (2) an Ocean Research Advisory Panel (ORAP), (3) an Interagency Working Group to plan and execute Ocean Partnerships (IWG-OP), and (4) a Federal Oceanographic Facilities Committee (FOFC), now operating as an Interagency Working Group on Ocean Facilities and Infrastructure (IWG-FI). Additional information on NOPP and its governance structure may be found at <http://www.nopp.org>.

Ocean Research Advisory Panel (ORAP). ORAP is an advisory committee supported by the U.S. Navy. The Panel provides independent scientific advice and recommendations to the National Ocean Council. The Panel is composed of a group of experts in ocean matters whose members represent the National Academies, academic and non-profit oceanographic research institutions, ocean policy, state governments, ocean industry, and other members of the ocean sciences community including resource managers.

3.0 STATEMENT OF WORK

The Contractor shall provide qualified personnel to manage and execute all aspects of the statement of work. The Contractor shall provide services in accordance with Section 4.0 (National Oceanographic Partnership Program Support) and Section 5.0 (Ocean Research Advisory Panel Support). Performance of tasks shall conform, at a minimum, to the performance standards and acceptable quality levels identified in Attachment 2 (Quality Assurance Surveillance Plan).

4.0 NATIONAL OCEANOGRAPHIC PARTNERSHIP PROGRAM SUPPORT (NOPP)

The contractor shall perform the role of the NOPP Program Office (NOPPO). The NOPPO is required to provide the following functions, which are further clarified in the task descriptions in paragraph 4.1 below.

- To support interagency groups to propose partnership projects to the Council via the Interagency Working Group on Ocean Partnerships and advise the Council on such projects.
- To manage the process for proposing partnership projects to the Council, including managing and hosting peer review of such projects.

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- To submit to the Council an annual report on the status of all partnership projects and activities of the office.
- Any additional duties for the administration of the National Oceanographic Partnership Program that the Council considers appropriate.

4.1 Technical Tasks/Requirements

The Contractor's support shall include, but not be limited to the tasks listed below.

4.1.1 Task 1 - Working Group and Meeting Support

The Contractor shall be responsible for all scheduling and communications; logistics, meeting spaces, and ancillary equipment for meetings; drafting documents for printing and distributing preparatory and post-meeting documentation, and preparation and archiving of presentations needed for the meetings or for other activities under NOPP cognizance, including meetings of several subsidiary bodies of the NOC, including:

- The Interagency Working Group on Ocean Partnerships (IWG-OP): This Interagency Working Group performs staffing functions assigned by, and on behalf of NOC. Included among its activities are planning and implementing partnerships among federal agencies relating to research opportunities (e.g., development and publication of annual broad-agency announcements, and implementing and managing awards), and reviewing annual reports to Congress. IWG-OP membership reflects that of the NOC, being composed of sub-principals from each agency rather than the head of the Agency. The IWG-OP nominally meets monthly.
- Interagency Working Group on Ocean Facilities and Infrastructure (IWG-FI): This Interagency Working Group reviews and evaluates federal infrastructure regarding facilities (e.g., ships) necessary for the conduct of ocean research and observation, and is involved in evaluating future needs and planning future investments in ocean-related facilities. The IWG-FI nominally meets 6 times per year.

MEETING SCHEDULES (ESTIMATES ONLY)

Meeting	Estimate Per Year	Estimated No. of Participants	Estimated Duration	Location
IWG-OP	12	20	2 hours	Washington D.C. area
IWG-FI	6	12	2 hours	Washington D.C. area
Peer Reviews	4	6	4-8 hours	Washington D.C. area

4.1.1.1 Facilities

The Contractor shall provide two meeting spaces, within walking distance of a DC Metrorail, capable of accommodating at least 20 people and 40 people at no additional direct cost to the government. In addition, both meeting spaces shall be equipped with a projector to display PowerPoint presentations and be able to accommodate teleconferencing. SPACES SHALL BE AVAILABLE YEAR-ROUND TO ACCOMMODATE ALL MEETINGS. THE CONTRACTOR WILL HAVE SUFFICIENT ADVANCE NOTICE, AS THEY DEVELOP THE SCHEDULE WITH CONCURRENCE BY THE COR. The Contractor must fill out Attachment 8, Corporate Facilities Information, to summarize the corporate facilities available.

4.1.2 Task 2 - Peer Review Process Management

The Contractor shall be responsible for scheduling, contacting reviewers, managing the peer review evaluation process, drafting and providing documents, and providing all other logistic support required for peer review of approximately sixty research proposals per year in NOPP interest areas. Proposals are generally submitted in response to Broad Agency Announcements or other solicitations. Specific research areas include topics such as those identified at <http://www.nopp.org/funding-announcements/>.

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The contractor shall not review proposals. These reviews are typically on-site panel reviews, but may be accomplished via mail reviews using electronic means of proposal dissemination and review to the maximum extent practicable. In the case of panel reviews, the Contractor shall coordinate travel plans for the panelists attending the panel meeting.

For proposal reviews, using IWG•OP input, the Contractor shall contact the reviewers, approved by the Government (Agency Representatives), for the subject area, obtain written evaluations of the proposals from the reviewers, and (working with agency personnel) prepare a summary of those evaluations. Written evaluations should include the following sections: (1) discussion of qualifications and productivity of the principal investigators and research team; (2) description of the merit, novelty, and impact of proposal research objectives and technical approach, and (3) evaluation of the performer's facilities and capability to carry out the proposed effort. Where multiple viewpoints exist among experts in the proposed area of research, reviewers representing the significant points of view shall be obtained.

Upon initiation of a partnership project (a project in which two or more agencies have an interest in supporting), the contractor shall maintain cognizance of the project status and results, be able to document the projects to the IWO-OP in a suitable form for public disclosure by collection of annual progress reports, and eventually include project status and results in the annual report to Congress.

4.1.3 Task 3 - NOPPO Congressional Reporting

The Contractor shall be responsible for drafting the annual report to Congress for review and approval by the National Ocean Council. This report documents the past fiscal year's partnership projects, current fiscal year active and planned projects, various activities of the NOC and its subsidiary bodies, and summaries of current and past fiscal investments, and if available, planned fiscal investments by the various partners. A copy of the most recent Report to Congress is available.

http://www.nopp.org/wp-content/uploads/2012/07/FY11NOPP_ReportToCongress_FINAL.pdf

The contractor shall maintain partnership project information readily available for reporting to the Government when requested. The contractor shall be able to provide the information with a two day advanced notice given by the Government. The current co-Chairs of the IWG-OP will work with the Contractor to insure accuracy and policy compliance.

The contractor shall include a summary (using primarily extant information) of all NOPP and NOPP –related Federal agency, academic, and industrial investment, past, current, and planned, along with any additional fiscal information needed by the NOC for presentation to Congress.

The Contractor's draft shall be provided to NOC by the end of the calendar year, and edits and the final product shall be complete to permit timely submission of the annual report to Congress, currently, by March 1 of each year.

4.1.4 Task 4 -NOPPO Public Outreach

The Contractor shall provide support to achieving the NOPP mission by promoting communication, community outreach, and educational aspects of NOPP activities to academia, industry, and Federal, state and local governments. NOPPO is a voice for NOPP for the oceanographic community for public outreach and education.

4.1.4.1 The contractor shall organize, develop, and disseminate documentation of the mission, including current and planned activities of the Partnership Program, to ensure involvement by all interested parties. This communication of ideas, activities, and plans shall be conducted by appropriate methods including via the Internet and World-Wide-Web, allowing access to a wide range of audiences. Other methods include, but are not limited to, pamphlet publications, report publications, and booths at selected conventions and symposia.

4.1.4.2 The Contractor shall be a Point of Contact for inquiries from potential participants, inquiries from the media, inquiries from the general public, as well as general public relations, handling routine inquiries and passing the rest to the relevant federal agencies.

4.1.4.3 The contractor shall be responsible for maintaining and updating the NOPP presence on the web, using the URL <http://www.nopp.org> . All pages that appear as part of the NOPP web site shall have a NOPP URL on them,

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and not a URL/domain name of the contractor. The NOPP pages may mention, and link to, the contractor's own web site, and vice versa, but shall ensure that the work in support of NOPPO retains a separate identity from any activities of the contractor. The current website is owned by the Government. Therefore, the incumbent Contractor will provide access to and all resources necessary to permit transition of the webpage to the Government for use under any follow-on contract(s) awarded for these services.

4.1.4.4 The Contractor shall support the presence of NOPP at two scientific/technical conferences per year. Examples include the American Geophysical Union Fall Meeting, the Association for the Sciences of Limnology and Oceanography Winter Meeting or the biannual jointly-sponsored Ocean Sciences Meeting (American Geophysical Union, Association for the Sciences of Limnology and Oceanography and The Oceanography Society), plus one other meeting each year such as the Marine Technology Society or the National Association of Science Teachers. The contractor shall provide six months advance notice to the COR of the conferences the contractor plans to attend, including name, date, and location of the conference, and a plan of the items the contractor will provide to conference attendees.

5.0 OCEAN RESEARCH ADVISORY PANEL (ORAP)

5.1 Technical Tasks/Requirements

The Contractor's support tasks shall include, but not be limited to the tasks listed below. Performance of tasks shall conform, at a minimum, to the performance standards and acceptable quality levels identified in Attachment 2 (Quality Assurance Surveillance Plan):

5.1.1 Task 1- ORAP Meeting and Administrative Support

The Contractor shall, in coordination with the Designated Federal Official, be responsible for all scheduling and communications; logistics, meeting spaces, and ancillary equipment for meetings; drafting documents for printing and distributing preparatory and post-meeting documentation, and preparation and archiving of presentations needed for the meetings or for other activities under ORAP cognizance.

MEETING SCHEDULES (ESTIMATES ONLY)

Meeting	Estimate Per Year	Estimated No. of Participants	Estimated Duration	Location
ORAP	3	40	4-8 hours	2 in Washington D.C. area; 1 TBD

5.1.1.1 Facilities

The meeting space capable of accommodating at least 40 people stated in Paragraph 4.1.1.1 above shall be utilized to support ORAP meetings.

6.0 DELIVERABLES

The Contractor shall be responsible for compilation and preparation of reports listed below. Documents shall be provided to the COR by electronic submission in Word or Adobe .pdf, either by email or disk.

6.1 NOPP

6.1.1 Quarterly Progress, Management, Financial, and ODC Budget Report

The Contractor shall submit a Quarterly Progress, Management, Financial, and ODC Budget report that provides the actual labor hours and rates charged against each individual on the contract, the actual other direct costs (ODCs) charged, a discussion of specific work items accomplished during the prior month, a forecast of work products for the coming month, actual expenditures versus planned expenditures and actual hours versus planned hours, and a recommended budget for anticipated ODCs for review and approval by the COR. The first report is due on the 15th of the first month of the quarter (based on the Government fiscal year) following the commencement of performance. Subsequent reports are due by the 15th of every third month thereafter. In addition, the Contractor shall incorporate

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COR recommendations in developing the format of this report.

6.1.2 Annual Report to Congress

The Contractor shall submit an Annual Report to Congress to include the past fiscal year's partnership projects, current fiscal year active and planned projects, various activities of the NOC and its subsidiary bodies, and summaries of current and past fiscal investments, and if available, planned fiscal investments by the various partners. This report shall be submitted by 1 MAR of every year.

6.1.3 Public Outreach Documents

The Contractor shall organize, develop, and disseminate documentation of the NOPP mission, including current and planned activities of the Partnership Program, to ensure involvement by all interested parties. Public Outreach Documents shall be developed on an as needed basis and reviewed and approved by the COR.

6.1.4 Meeting Minutes

The Contractor shall submit minutes from all meetings 30 days after the meeting occurred.

6.2 ORAP

6.2.1 Quarterly Progress, Management, Financial, and ODC Budget Report

The Contractor shall submit a Quarterly Progress, Management, Financial, and ODC Budget report that provides the actual labor hours and rates charged against each individual on the contract, the actual other direct costs (ODCs) charged, a discussion of specific work items accomplished during the prior month, a forecast of work products for the coming month, actual expenditures versus planned expenditures and actual hours versus planned hours, and a recommended budget for anticipated ODCs for review and approval by the COR. The first report is due on the 15th of the first month of the quarter (based on the Government fiscal year) following the commencement of performance. Subsequent reports are due by the 15th of every third month thereafter. In addition, the Contractor shall incorporate COR recommendations in developing the format of this report.

6.2.2 Meeting Minutes

The Contractor shall submit minutes from all meetings 30 days after the meeting occurred.

7.0 Personnel Requirements

The Contractor shall provide qualified personnel to manage and execute all aspects of the statement of work. All personnel shall have proficiency in the use of commercial software packages, to include at a minimum, Microsoft Word, Excel, and Power-Point.

7.1 NOPP

The Government anticipates personnel that would fall within technical, graphic design, IT, and administrative labor categories.

Personnel that fall within the technical labor category shall have a masters degree in oceanography or closely related discipline and should have at least ten years of experience or five years with a Project Management Professional Certification. The technical lead should have demonstrated ability to perform liaison and coordinate efforts among businesses, universities, and federal agencies. The technical lead must be able to inform and explain to the public, press, and Congress inquiry panels the activities of NOPP.

7.2 ORAP

The Government anticipates personnel that would fall within the administrative labor category.

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SECTION D PACKAGING AND MARKING

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

MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

Dr. Manuel Fiadeiro
Office of Naval Research, Code 322
875 North Randolph Street
Arlington, VA 22203

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	8/27/2013 - 8/26/2014
6000	8/27/2013 - 8/26/2014

CLIN - DELIVERIES OR PERFORMANCE

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

4000	8/27/2013 - 8/26/2014
6000	8/27/2013 - 8/26/2014

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

7000	8/27/2014 - 8/26/2015
7100	8/27/2015 - 8/26/2016
7200	8/27/2016 - 8/26/2017
7300	8/27/2017 - 8/26/2018
9000	8/27/2014 - 8/26/2015
9100	8/27/2015 - 8/26/2016
9200	8/27/2016 - 8/26/2017
9300	8/27/2017 - 8/26/2018

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

Place of Performance: Work will be performed 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 DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions.

As prescribed in [232.7004](#)(b), use the following clause:

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

Cost Voucher

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance

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location(s) in WAWF, as specified by the contracting officer.

Destination/Destination

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	<u>HQ0338</u>
Issue By DoDAAC	<u>N00014</u>
Admin DoDAAC	<u>S2404A</u>
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	<u>S2404A</u>
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	<u>HAA721</u>
Other DoDAAC(s)	_____

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Not applicable

(g) *WAWF point of contact.*

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

For clarification regarding invoicing contact: Navy WAWF Help Line: 1-877-251-WAWF (9293) For Payment Issues Only contact: ONR21@onr.navy.mil.

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

(End of clause)

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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 the withhold in accordance with the provisions of FAR 52.216-8.

1.3 Allotment of Funds (to be completed at time of award)

(a) It is hereby understood and agreed that this contract will not exceed a total amount of \$548,223, including an estimated cost of \$527,063 and a fixed fee of \$21,160.

(b) CLIN 4000 will not exceed a total amount of \$473,223, including an estimated cost of \$452,063 and a fixed fee of \$21,160. The total amount presently available for payment and allotted to CLIN 4000 of this contract is \$365,000, including an estimated cost of \$348,679 and a fixed fee of \$16,321. It is estimated that the amount allotted of \$365,000 will cover the period from date of award through 9 months.

(c) CLIN 6000 will not exceed a total amount of \$75,000. The total amount presently available for payment and allotted to CLIN 6000 of this contract is \$10,000. It is estimated that the amount allotted of \$10,000 will cover the period from date of award through 2 months.

2.0 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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

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

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3.0 ORDER DETAILS

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 airfare cost exceeding \$2,500 must be approved in advance by the Procuring Contracting Office. The purchase of any computer or magnetic media (i.e. hard drives, flash drives) must be approved by the COR prior to purchase.

At this time, the specific ODC items cannot be identified; however the ODC and Travel cost total cannot exceed the Not-to-Exceed (NTE) amount of \$75,000 per 12-month period of performance. The NTE amount should be proposed and included as part of the cost total (inclusive of G&A, but without profit or fee) in every proposal submitted under this solicitation.

3.1.1 Travel and Per Diem

Travel will be required to support this Statement of Work. Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. 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.

TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in

FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience,

3.1.2 Conference and Meeting Space

Throughout the performance of the technical tasks/requirements, use of the contractor's facilities will be required to host meetings or conferences. The contractor should have access to meeting space at no additional direct cost to the government that can accommodate events for, at a minimum, the amount of attendees stated in Section C.

The contractor shall not incur any direct costs for conference or meeting space under this award

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without the prior written concurrence of the ONR's Conferences, Events & Exhibits Communications Manager or the Director of the Corporate Strategic Communications Office, who will ensure compliance with ONR Instruction 5050.7B. The Contracting Officer Representative (COR) listed in your order will obtain the written concurrence from the individuals above.

3.1.3 Printing and High Speed High Volume Duplicating

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

3.1.4 Food

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

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 Security Requirements

- a) Clearance Requirements. No classified information or requirements are anticipated. 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 selected Contractor will be required to execute a Nondisclosure Agreements (NDAs).

3.4 Organizational Conflict of Interest (OCI)

3.4.1 Limitations on Providing Support Services

All Offerors and proposed subcontractors must affirm whether they are conducting Research and Development efforts funded by the Office of Naval Research through an active contract or subcontract. All affirmations must identify ONR's Technical Point of Contact and identify the prime contract numbers. Affirmations shall be furnished at the time of proposal submission. All facts relevant to the existence or potential existence of organizational conflicts of interest (FAR 9.5) must be disclosed. The disclosure shall include a description of the action the offeror has taken or proposes to take to avoid, neutralize, or mitigate such conflict. In accordance with FAR 9.503 and without prior approval, a contractor cannot simultaneously be a SETA and a research and development performer. Proposals that fail to fully disclose potential conflicts of interests or do not have acceptable plans to mitigate identified conflicts will be rejected without technical evaluation and withdrawn from further consideration for award. If a prospective offeror believes that any conflict of interest exists or may exist (whether organizational or otherwise), the offeror should promptly raise the issue with ONR by sending his/her contact information and a summary of the potential conflict

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by e-mail to the Contracting Office identified in the solicitation before time and effort are expended in preparing a proposal and mitigation plan. If, in the sole opinion of the Contracting Officer after full consideration of the circumstances, any conflict situation cannot be effectively avoided or mitigated, the proposal may be rejected without technical evaluation and withdrawn from further consideration for award. Additional information regarding ONR's guidelines on OCI can be found at <http://www.onr.navy.mil/en/About-ONR/compliance-protections/Organizational-Conflicts-Interest.aspx>.

3.4.2 Safeguarding Information

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

3.4.3 Organizational Restrictions

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

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 – Michael Boyle, ONR 252, (703) 696-2901, DSN 426-2901, E-Mail Address: michael.s.boyle@navy.mil

Inspection and Acceptance – Contracting Officer's Representative (COR), Dr. Manuel Fiadeiro, ONR 322, (703) 696-4441, DSN 426-4441, E-Mail Address: manny.fiadeiro@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)(6)) – Ms. Melanie Alston, ONR 02B, (703) 588-2362, DSN 426-2362, Email Address: melanie.alston1@navy.mil

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

The COR for this contract is: Dr. Manuel Fiadeiro

Code: 322

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

The Alternate COR for this contract is: N/A

Code: N/A

Mailing Address: N/A

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 NAVSEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the level of effort specified below in performance of the work described in the PWS of this order. The level of effort for the performance of this task order shall be man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. (The table below and information for the blank in paragraph (d) are to be completed by the offeror as part of his proposal.)

TASK	NOPP LABOR HOURS PER YEAR	ORAP LABOR HOURS PER YEAR	TOTAL
1	3,500	1,500	5,000
2	2,000		2,000
3	400		400
4	800		800
TOTAL	6700	1500	8,200

	NOPP LABOR HOURS PER PERIOD	ORAP LABOR HOURS PER PERIOD	TOTAL
CLIN 4000 – Base Period	6,700	1,500	8,200

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CLIN 4100 – Option I Period	6,700	1,500	8,200
CLIN 7000 – Option II Period	6,700	1,500	8,200
CLIN 7100 – Option III Period	6,700	1,500	8,200
CLIN 7200 – Option IV Period	6,700	1,500	8,200
TOTAL	33,500	7,500	41,000

(b) Listed above are both compensated and uncompensated man-hours associated with this order. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. Total Time Accounting (TTA) effort is included in this definition. All other effort is defined as compensated effort. If no effort is indicated in the above table, uncompensated/ TTA effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 158 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

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Fee Reduction = Fee X (Required LOE - Expended LOE)

Required LOE

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

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 F of this task order, to increase the level of effort by up to thirty percent (30%) of the total level of effort

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for that period at the same labor mix as proposed in the task order for that period. The Contractor agrees to accept such increase in the level of effort at an increase in the estimated cost and an increase in the fixed fee which are calculated as follows:

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

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

IEC = The increase in the estimated cost.

ILOE = The increase in the level of effort.

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

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

IFF = The increase in the fixed fee.

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

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

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

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

9.0 Personnel Qualifications

The Contractor shall provide qualified and experienced personnel to manage and execute all aspects of the Statement of Work. All personnel performing under the contract must meet or exceed the personnel qualifications of those personnel proposed at the time of the proposal submission. The Contractor shall provide resumes for proposed substitute personnel within two weeks of the departure of the existing personnel. The Government shall have a minimum of seven calendar days to review the qualifications of substitute/replacement personnel prior to reporting to work. The Contractor shall be prepared to provide other personnel immediately (within 24 hours) should any of the substitute/replacement personnel be considered unqualified.

10.0 ONR 5252.237-9705 Key Personnel (DEC 88)

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period, the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least thirty (30) days in advance, forty-five (45) days if security clearance must be obtained, of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent, which are summarized in Task Order

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ATTACHMENT 3 "Key Personnel List and Qualifications". The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

Subject Matter Expert (Technical Support): John Hollister

11.0. ONR 5252.242-9718 TECHNICAL DIRECTION (FEB 2002)

(a) Performance of the work hereunder is subject to the technical direction of the Program Officer/COR designated in this contract, or duly authorized representative. For the purposes of this clause, technical direction includes the following:

(1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the objectives described in the statement of work;

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical direction must be within the general scope of work stated in the contract. Technical direction may not be used to:

(1) Assign additional work under the contract;

(2) Direct a change as defined in the contract clause entitled "Changes";

(3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or

(4) Change any of the terms, conditions or specifications of the contract.

(c) The only individual authorized to in any way amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten working days after its receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.

(d) Nothing in the foregoing paragraphs may be construed to excuse the Contractor from performing that portion of the work statement which is not affected by the disputed technical direction.

Accounting Data

SLINID	PR Number	Amount
400001	1300375972	365000.00

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LLA :
AA 1731319 W276 252 RA329 0 050120 2D 000000 A00001886999
Funding for CLIN 4000

600001 1300375972 10000.00

LLA :
AA 1731319 W276 252 RA329 0 050120 2D 000000 A00001886999
Funding for CLIN 6000

BASE Funding 375000.00
Cumulative Funding 375000.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

This is a 100% Small Business Set aside, and at least 50 percent of the contract cost for personnel must be performed by the prime contractor's own employees.

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 CONTRACTOR IDENTIFICATION

All Contractors performing under this task order are required to clearly distinguish themselves from Federal employees through identification of their "Support Contractor" status. Identification includes, but is not limited to, the following: distinct badges; distinct office name plates and marking of office space; identification of "Support Contractor" in all forms of formal and informal communication as well as in e-mail signature blocks, in telephone conversations, in voicemail greetings, when using Government letterhead and fax cover sheets, and on business cards. Letterhead, fax cover sheets, and business cards may include the "Office of Naval Research" name but shall not include the Office of Naval Research logo or any related graphic.

3.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

"The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Office of Naval Research via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil> .

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

4.0 INDIRECT RATE CEILING

For purposes of billing and provisional payment under the task order, the rates of 72.1% for facilities management rate on direct labor costs, 3.75% for subcontractor management rate on subcontracting costs, and 12.01% for general & administrative on direct labor and facilities management costs shall be used. Final payment shall be based on the application of the applicable audited rates. However, in no event shall rates in excess of 72.1% for facilities management rate on direct labor costs, 3.75% for subcontractor management rate on subcontracting costs, and 12.01% for general & administrative on direct labor and facilities management costs be allowed.

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SECTION I CONTRACT CLAUSES

FAR 52.217-9	Option to Extend the Term of the Contract (MAR 2000) (In first blank of paragraph (a) insert "any time during period of performance," in second blank of paragraph (a) insert "30 days," and in paragraph (c), insert "60 months.")
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SECTION J LIST OF ATTACHMENTS

Attachment 1: Non-Disclosure Agreement

Attachment 2: Quality Assurance Surveillance Plan

Attachment 3: Summary of Personnel Qualifications

Attachment 4: COR Appointment Letter