

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
J

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
12

3. EFFECTIVE DATE
16-Sep-2016

4. REQUISITION/PURCHASE REQ. NO.
1300463471

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00014

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

Office of Naval Research
875 N. Randolph St
Arlington VA 22203-1995
megan.gavarkavich@navy.mil 703-696-4559

DCMA Manassas
14501 George Carter Way, 2nd Floor
Chantilly VA 20151

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Zimmerman Associates, Inc. dba ZAI
10600 Arrowhead Drive, Suite 325
Fairfax VA 22030

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-05-D-4666-EE02

10B. DATED (SEE ITEM 13)

17-Dec-2011

CAGE CODE 5P182

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) Bilateral Modification
- D. OTHER (Specify type of modification and authority)

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

Ralph E. Marston, SEAPORT Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Tracie L Simmons, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

/s/Ralph E. Marston
(Signature of person authorized to sign)

16-Sep-2016

BY /s/Tracie L Simmons
(Signature of Contracting Officer)

16-Sep-2016

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is as follows:

- 1) Provide an equitable adjustment in the amount of \$50,883.00 for Option Year 5 (CLIN 8100).
- 2) Reduce the total price of CLIN 8100 from \$234,516.00 to \$183,633.00.
- 3) Reduce the unit price of CLIN 8100 from \$19,543 to \$15,302.75.
- 4) Deobligate funding in the amount of \$50,883 under SLIN 810002, reducing the SLIN from \$159,516 to \$108,633.
- 5) Revise Section G, paragraph 10 "Limitation of Government's Obligation."

Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \$1,100,392.00 by \$50,883.00 to \$1,049,509.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
810002	RDT&E	159,516.00	(50,883.00)	108,633.00

The total value of the order is hereby decreased from \$1,293,602.24 by \$50,883.00 to \$1,242,719.24.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
8100	234,516.00	(50,883.00)	183,633.00

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

CLIN/SLIN	From	To
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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
5000	R408	PERIOD 1: OMCM/UUV Support (RDT&E)	12.0	MO	\$17,494.00	\$209,928.00
500001	R408	SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET (RDT&E)				
500002	R408	SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET (RDT&E)				
500003	R408	SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET (RDT&E)				
500004	R408	SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET (RDT&E)				
5100	R408	OPTION-PERIOD 2: OMCM/UUV Support (RDT&E)	12.0	MO	\$17,987.00	\$215,844.00
510001	R408	INCREMENTAL FUNDING FOR CLIN 5100 (RDT&E)				
510002	R408	INCREMENTAL FUNDING FOR CLIN 5100 (RDT&E)				
510003	R408	INCREMENTAL FUNDING FOR CLIN 5100 (RDT&E)				
510004	R408	INCREMENTAL FUNDING FOR CLIN 5100 (RDT&E)				
5200	R408	OPTION-PERIOD 3: OMCM/UUV Support (RDT&E)	12.0	MO	\$18,492.00	\$221,904.00
520001	R408	ACRN AH: \$26,162 (1300388140) See Section G (RDT&E)				
520002	R408	ACRN AJ: \$23,771 (1300388140) See Section G (RDT&E)				
520003	R408	ACRN AK: \$8,050 (1300388140) See Section G (RDT&E)				
520004	R408	ACRN AL: \$51,472 (1300388140) See Section G (RDT&E)				
520005	R408	ACRN AH: \$18,838(1300388140) See Section G (RDT&E)				
520006	R408	ACRN AK: \$11,950(1300388140) See Section G (RDT&E)				
520007	R408	ACRN AM: \$21,309(1300388140) See Section G (RDT&E)				
520008	R408	ACRN AL: \$51,352(1300388140) See Section G (RDT&E)				

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R408	PERIOD 1: OTHER DIRECT COSTS OMCM/UUV Support (RDT&E)	1.0	LO	\$40,000.00
600001	R408	SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET (RDT&E)			
6100	R408	OPTION-PERIOD 2: OTHER DIRECT COSTS OMCM/UUV (RDT&E)	1.0	LO	\$40,000.00
610001	R408	INCREMENTAL FUNDING FOR CLIN 6100 (RDT&E)			
6200	R408	OPTION-PERIOD 3: OTHER DIRECT COSTS OMCM/322 Support (RDT&E)	1.0	LO	\$40,000.00
620001	R408	ACRN AL: \$0.00(1300388140) See Section G (RDT&E)			
620002	R408	ACRN AH: \$0 (1300388140) See Section G (RDT&E)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
620003	R408	ACRN AL: \$0(1300388140) See Section G (RDT&E)			

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R408	OPTION-PERIOD 4: OMCM/UUV Support (RDT&E)	12.0	MO	\$17,617.52	\$211,410.24
800001	R408	ACRN AL: \$29,000 (1300388140) (RDT&E)				
800002	R408	ACRN AH: \$20,000 (1300388140) (RDT&E)				
800003	R408	ACRN AN: \$80.000 (1300463471) (RDT&E)				
800004	R408	ACRN: AP \$10,000 (1300463471) (RDT&E)				
800005	R408	ACRN: AQ \$60,000 (1300463471) (RDT&E)				
800006	R408	ACRN: AP \$11,410 (1300463471) (RDT&E)				
8100	R408	OPTION-PERIOD 5: OMCM/UUV Support (RDT&E)	12.0	MO	\$15,302.75	\$183,633.00
810001	R408	ACRN: AR (1300463471) (RDT&E)				
810002	R408	ACRN: AR (1300463471) (RDT&E)				

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R408	OPTION-PERIOD 4: OTHER DIRECT COSTS OMCM/UUV Support (RDT&E)	1.0	LO	\$40,000.00
900001	R408	ACRN AP: \$8,590 (1300463471) (RDT&E)			
9100	R408	OPTION-PERIOD 5: OTHER DIRECT COSTS OMCM/UUV Support (RDT&E)	1.0	LO	\$40,000.00

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 BACKGROUND

1.1 Introduction. The Office of Naval Research is an Echelon I headquarters organization within the Office of the Secretary of the Navy established by Congress to command and manage all Science and Technology (defined as basic research, applied research, and advanced technology development) for the Department of the Navy and to foster transition from science and technology to higher levels of research, development, test, and evaluation.

1.2 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.

1.3 The Ocean Sensing and Systems Application Division (Code 321) conducts an extensive program of scientific inquiry and technology development in maritime sensing, ocean engineering and marine systems, and undersea signal processing. The Division manages the Organic Mine Countermeasure Future Naval Capability (OMCM FNC) program. In this program, ONR has taken on the task of developing and fielding technologies so that sailors and marines will be able to clear mines from their operating areas at-sea, on the shore, and inland without breaking stride.

1.4 The Ocean Atmosphere and Space Department (Code 322) of the Office of Naval Research underwrites oceanographic, space-based remote-sensing and environmentally related science and technology efforts within the Department of the Navy. The program consists of two divisions, Sensing and Systems Division and Processes and Prediction Division of integrated, multi-disciplinary programs in naval environments, undersea warfare and related subjects.

2.0 STATEMENT OF WORK

2.1 Background. The Office of Naval Research (ONR) has established the Organic Mine Countermeasure Future Naval Capability (OMCM FNC) program. OMCM FNC is involved in identifying and filling mine countermeasure technology/capability gaps, and fulfilling commitments to funded acquisition programs. The primary focus of the Unmanned Undersea Vehicle (UUV) Program is in submesoscale ocean processes, coupled boundary layer dynamics, prediction systems, and new ocean observing technologies.

2.2 Scope. The Contractor shall provide Program Support and Functional and Administrative Support for Code 321 and Code 322.

2.2.1 Under the Sea Shield FNC, Code 321 executes programs within 3 Enabling Capabilities which are (1) Advanced Sonar Technology for High Clearance Rate Mine Countermeasures, (2) Detection and Neutralization of Surface and Near Surface Drifting and Oscillating Mines, and (3) Unmanned Surface Vehicle Payloads for Single sortie Mine Countermeasures

2.2.2 Objectives. The Contractor will support Code 321 (MCM Program) and UUV Program Support. Broad areas associated with this support include Technical/Program Analysis Support; Data Management Services; and S&T Investment Planning support.

2.3 Technical Task Requirements. Tasks, by labor category, are described below, by labor category. Full-time dedicated support is required five days per week for each labor category, except for Federal Holidays and other non-working days noted in paragraph 6.0 below. An estimate of approximate percentage of effort based on historical efforts is provided for major task categories. Performance of tasks shall conform, at a minimum, to the performance standards and acceptable quality levels identified in Attachment 2 (OMCM/322 Quality Assurance Plan):

2.3.1 *Labor Category 1 – MCM Program Support*

2.3.1.1 Prepare Reports and Provide Analysis (Approximately 80% of Effort). The Contractor shall assist ONR 32 OMCM and 321OE Program Officers in compiling information and staffing and generating reports, high level briefings, documents and analysis in response to internal and external requirements. The Contractor's support tasks

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shall include, but not be limited to:

2.3.1.1.1 Provide administrative and technical support to ONR 32 OMCM program officers by documenting MCM technology and doctrine development and the results of tactical validation war games.

2.3.1.1.2 Assist ONR 32 program officers with organizing, conducting, and documenting reviews of related Discovery and Invention (D&I) and Future Naval Capabilities (FNC) programs.

2.3.1.1.3 Perform tasks such as organizing and archiving of briefings, analyses, papers and other documentation for the ONR OMCM and 321OE Program Officers in a consistent, robust format; copying information to Compact Disc for distribution as required by ONR; generation of internet web page content and liaison with ONR web services; execution of administrative activities required in the solicitation and evaluation ONR-sponsored Broad Area Announcements (BAAs) including web page updates, documentation of evaluation team meetings and associated evaluation process planning for Program Officers.

2.3.1.1.4 Draft responses using information from ONR data bases in response to data calls and requests for information from ONR management, DoN, DoD and Congressional sources.

2.3.1.1.5 Provide ad-hoc support to ONR 32 such as coordination of the development/update effort for the Departmental Program Officers' Handbook – including research and drafting of selected chapters as required.

2.3.1.2 Support S&T Investment Planning (Approximately 20% of the effort). Contractor shall support financial data justification, coordination, tracking and analysis for OMCM and 321OE investments within Code 32 including, but not limited to: Department of Defense Budget Activity Report documents (R-2s); MCM Certification Plan funds reporting; FNC ECs and individual products; Technology Transition Agreements (TTA), ONR Investment Guidance and related funding; and other funding documentation as required. The Contractor will be responsible for tracking and providing financial reports for the MCM FNC.

2.3.2 ***Labor Category 2 - UUV Program Support***

2.2.3.1 Administrative Support (Approximately 70% of Effort).

2.2.3.1.1 Provide administrative support by organizing meetings from planning to execution and wrap-up summary. This includes making transportation arrangements.

2.3.2.1.2 Arrange meetings and workshops and perform administrative tasks in support of Program Officer travel. Tasks associated with this subparagraph include logistics support for annual Internals Meeting (e.g. (lodging, meeting spaces, break-out rooms and IT support); support for Regional Progress Report Visits including pre-event planning trips to host-institutions for review of meeting spaces, parking arrangements, security, IT support and hotel room blocking.

2.3.2.1.3 Prepare Travel Orders and make arrangements for Program Officers, including obtaining country clearances and supporting passport verification and processing for foreign travel. Historically, the program has required between 25-35 sets of travel orders (government and invitational) per week, often at very short notice. In addition to normal work hours, the Government anticipates a requirement of up to ten occasions per year in which contractor support will be required after normal hours on weekdays to support emergencies related to travel arrangements. Historically, resolution of problems has required an average of one-half hour.

2.3.2.2 Program Support (Approximately 20% of Effort).

2.3.2.2.1 Maintain electronic data management systems including archival of proposals, papers, and other documentation for the Unmanned Undersea Vehicle Program.

2.3.2.2.2 Act as liaison with the technical point of contact for ONR 322 for efforts including web design/development; database integration; and CD-ROM design, layout art, code conversion, indexing and distribution. Contractor shall receive, log, edit, compile and make Annual Reports ready for publication.

2.3.2.2.3 Support the Planning Process under Broad Area Announcements. This includes receiving, logging, compiling, copying and distributing Planning Letters and Principal Investigator proposals and execution of administrative activities required in the solicitation and evaluation ONR-sponsored Broad Area Announcements

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(BAAs) including web page updates, documentation of evaluation team meetings and associated evaluation process planning for Program Officers.

2.3.2.2.4 Create, update and coordinate requisite financial documentation, mass mailings, reports and research historical funding data for the UUV Program. This includes developing financial and programmatic summaries, reports, briefings, and analyses for internal and external data calls and shall track availability, use of funds, and other financial issues.

2.3.2.2.5 Input Procurement Requisition data in accordance with Program Officer guidance.

2.3.2.3 Unmanned Undersea Vehicle (UUV) Information Management Support (Approximately 10% of Effort).

2.3.2.3.1 Develop and maintain inventory tracking of classified materials from the UUV Program.

2.3.2.3.2 Support ONR UUV program management in the organization, documentation and tracking of materials for the UUV Program. This includes all materials on the UNCLASSIFIED VIEWNET, the CLASSIFIED SIPR-based VIEWNET, program contract files and related paper copies.

2.3.2.3.3 Receive, log, edit, add classification markings, compile and store documents, reports and publications. Contractor shall support documentation, presentation and publication approval process for the program. Contractor shall support the program documentation and FNC business documentation process.

3.0 APPLICABLE REFERENCES. Applicable documents, specifications, reports, and other material which may have an impact on the project

3.1 ONR 32 Program Officers Handbook (To be provided upon award)

3.2 ONR Websites

3.2.1 Doing business with ONR http://www.onr.navy.mil/doing_business/ ,

3.2.2 Ocean Battlespace Sensing (Code 32) http://www.onr.navy.mil/sci_tech/32/ ,

3.2.3 Ocean Sensing and Systems Applications Division (Code 321) http://www.onr.navy.mil/sci_tech/32/321/

3.2.4 Ocean, Atmosphere, and Space Research Division (Code 322) http://www.onr.navy.mil/sci_tech/32/322/

3.2.5 Future Naval Capabilities (FNCs) <http://www.onr.navy.mil/fncs/>

3.2.6 Contracts & Grants - Broad Area Announcements (BAAs) <http://www.onr.navy.mil/02/baa/>

3.2.7 ONR 32 Handbook for New Program Officers <http://ww2.onr.navy.mil/users/32/handbook/default.asp>

4.0 REPORTS, DATA AND OTHER DELIVERABLES. The Contractor is required to prepare and provide the following by electronic submission in Word, PowerPoint, or .pdf:

4.1 Monthly status report. The monthly status report shall list the major activities performed and whether or not there are any projected deviations to the performance or schedule for assigned tasks. Contractor format is acceptable and the report should be submitted by the 28th day of each month following the first full calendar month after task order award. Electronic submission is required.

4.2 Technical Reports and Summaries. In addition to monthly progress reports, the Contractor shall draft and provide a broad spectrum of technical reports and summaries which include but are not limited to:

4.2.1 Powerpoint reports, briefings, documents and analyses

4.2.2 Powerpoint and Word document inputs to: US Navy Mine Countermeasures Annual Certification to Congress (MCM Cert Plan); Defense Technology Objectives (DTOs); Joint Warfare Science and Technology Plan (JWSTP);

4.2.3 Access and Excel database and spread sheet management of OMCM financial data, tracking and analysis, including inputs to Department of Defense Budget Activity Report documents (R-2s); MCM Certification Plan

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funding; FNC ECs and individual products; ONR Investment Guidance and related funding;

4.3 Ad-Hoc Reports/Presentations. The Contractor shall provide ad hoc reports and presentations as required. The required format, timing, content and distribution shall be provided at the time the requirement is identified.

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

5.0 PERSONNEL QUALIFICATIONS. In addition to meeting security requirements addressed in subparagraph 7.3 below, the Contractor shall provide qualified personnel to manage and execute all aspects of the statement of work.

5.1 All personnel must be thoroughly familiar and proficient in the use of commercial software packages such as Microsoft Word, Project, Excel and PowerPoint plus STARS or similar accounting system.

5.2 Labor Category 1: MCM PROGRAM SUPPORT

5.2.1 Minimum Requirements

5.2.1.1 Demonstrated knowledge of the Future Naval Capabilities (FNC) process;

5.2.1.2 Demonstrated knowledge of external Mine Countermeasures (MCM) S&T reporting requirements such as MCM Certification to Congress and Countermine/Mine Technology Review and Assessment;

5.2.1.3 Experience in organizing, providing administrative support or conducting international technical forums; and

5.2.10 Excellent written and oral communication skills sufficient to work professionally with senior level, US military, industry and Senior Executive Service personnel.

5.2.2 Desired Qualifications and Experience

5.2.2.1 A Bachelor's Degree and/or five years or more of related relevant professional experience;

5.2.2.2 Knowledge and experience in Fleet organic autonomous mine hunting systems; airborne, surface and undersea advanced sensors and processing; mine neutralization systems including sweeping / jamming and precision breaching weapons; joint service EOD technologies. Military operational experience with any of these types of systems;

5.2.2.3 Working knowledge of the processes associated with the review, input submission, and coordination within the Navy for external and internal documents such as: US Navy Mine Countermeasures Annual Certification to Congress (MCM Cert Plan); Future Naval Capabilities (FNC) Enabling Capability (EC) documentation and presentations, Defense Technology Objectives (DTO); and the Joint Warfare Science and Technology Plan (JWSTP); and

5.2.2.4 Working knowledge of the Broad Area Announcement (BAA) process, the ability to generate STARS reports, and the ability to generate Financial Management and Acquisition Change Requests (CRs) within ONR's NAVRIS system or other Oracle Federal Financials software.

5.3 Labor Category 2: UUV PROGRAM SUPPORT

5.3.1 Minimum Requirements

5.3.1.1 Demonstrated knowledge of and experience in preparing orders and arranging travel using Defense Travel System (DTS). Contractor shall be proficient in generating Naval Messages required for country clearance requests; and has experience in generating international invitational travel orders, and;

5.3.1.2 Excellent writing and computer skills;

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5.3.2 Desired Qualifications

5.3.2.1 S&T Team support experience;

5.3.2.2 Experience in Department of Defense financial data reporting requirements;

5.3.2.3 Experience in and ability to prepare Department of Defense security clearance requests;

5.3.2.4 Experience and proficiency in Passport verification and processing for Program Officer foreign travel, and

5.3.2.5 Experience in and ability to plan and conduct large conferences;

6.0 FIRM FIXED PRICE DIRECT LABOR. The Government estimates that the effort will require two Full-Time Equivalent positions for the base period and for each subsequent option. The Government estimate defines an FTE as 1,880 hours per year for each Labor Category, which reflects five days per week excluding ten Federal Holidays and three additional weeks of non-working days (e.g., sickness, vacation). Personnel will be required to provide on-site support five days per week for the initial six month period, with the option, subject to COR approval, to adjust schedules (e.g., compressed schedule) thereafter.

7.0 ORDER DETAILS

7.1 Contract Type: The Navy anticipates awarding a hybrid task order, which includes a firm Fixed price for labor and cost reimbursable Other Direct Costs.

7.2 Other Direct Costs (ODCs). The ODC amount for the base period and for each option period, if exercised, is not to exceed (NTE) \$40,000.00, including material and handling and G&A only.

7.3 Security Requirements: During the performance of the effort, the Contractor may be required to have access to, and may be required to receive, generate, and store information classified to the level of SECRET. Prior to award of contract, the successful contractor must be have or be eligible to receive Secret facility clearance with Secret Safeguarding. Contractor personnel shall be U.S. citizens and eligible for a Secret personnel clearance. Contractor personnel performing under the Task Order must complete custodial training within one month of contract award in order to perform duties associated with classified material, including classified material courier and classified materials custodian responsibilities.

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SECTION D PACKAGING AND MARKING

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

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) SEP 1990

Fill-ins:

(4) Sponsor:

Robert Headrick
ONR Code 32
875 North Randolph Street, Suite 1425
Arlington VA 22203-1995

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SECTION E INSPECTION AND ACCEPTANCE

Terms and conditions under the basic SEAPORT-E multiple award task order contract are incorporated in this Task Order.

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

5000	12/17/2011 - 12/16/2012
5100	12/17/2012 - 12/16/2013
5200	12/17/2013 - 12/16/2014
6000	12/17/2011 - 12/16/2012
6100	12/17/2012 - 12/16/2013
6200	12/17/2013 - 12/16/2014
8000	12/17/2014 - 12/16/2015
8100	12/17/2015 - 12/16/2016
9000	12/17/2014 - 12/16/2015
9100	12/17/2015 - 12/16/2016

CLIN - DELIVERIES OR PERFORMANCE

1. The support services performed under the Base for Year 1 Period (CLINS 5000 & 6000) shall be performed from December 17, 2011 through December 16, 2012.
2. The support services performed under the Option for Year 2 Period (CLINS 5100 & 6100) shall be performed from December 17, 2012 through December 16, 2013.
3. The support services performed under the Option for Year 3 Period (CLINS 5200 & 6200) shall be performed from December 17, 2013 through December 16, 2014.
4. The support services performed under the Option for Year 4 Period (CLINS 8000 & 9000) shall be performed from December 17, 2014 through December 16, 2015.
5. The support services performed under the Option for Year 5 Period (CLINS 8100 & 9100) shall be performed from December 17, 2015 through December 16, 2016.
6. Distribution, consignment and marking instructions for all reports listed in Section C, Statement of Work, shall be FOB Destination to the cognizant Contracting Officer's Representative listed in Section G.
7. Place of Performance: The work will be performed at the Office of Naval Research located at 875 North Randolph Street, Arlington, VA 22203-1995.

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SECTION G CONTRACT ADMINISTRATION DATA

1.0 PAYMENT AND INVOICE INSTRUCTIONS (COST REIMBURSEMENT) (APPLICABLE TO COST CLINS FOR ODCS - 6000, 6100, 6200, 9000, 9100)

1.1 Submission of Invoices

PAYMENT AND INVOICE INSTRUCTIONS (COST TYPE)

All payments shall be made by funds transfers to the bank account registered in the Central Contractor Registration (CCR), <http://www.ccr.gov>. The Awardee agrees to maintain its registration in the CCR including information necessary to facilitate payment via Electronic Funds Transfer (EFT). Should a change in registry or other incident necessitate the payment to an account other than that maintained in CCR, it is the Awardee's responsibility to notify the Administrative Contracting Office (ACO) and obtain a modification to this Award reflecting the change. The Government shall not be held responsible for any misdirection or loss of payment which occurs as the result of an Awardee's failure to maintain correct/current EFT information within its CCR registration.

Wide Area Work Flow (WAWF) has been designated as the Department of Defense standard for electronic invoicing and payment. The Office of Naval Research will utilize the WAWF system. This web based system, located at <https://wawf.eb.mil>, provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Payment Requests/Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

It is recommended that all persons designated as CCR Electronic Business (EB) Points of Contact, and anyone responsible for submitting payment requests, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides are also available at (http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information). The most useful guides are "Vendor Self Registration/Account Management" and "Cost Voucher".

To comply with the above initiative, the Awardee must register in WAWF and have the appropriate CAGE code activated. Your CCR EB Point of Contact is responsible for activating the CAGE code in WAWF by calling 1-866-618-5988. Once the CAGE Code is activated, the CCR EB Point of Contact will self-register in WAWF (<https://wawf.eb.mil>) and follow the instructions for a group administrator. After the CAGE Code is set-up on WAWF, any additional persons responsible for submitting payment requests must self-register in WAWF. After self-registering and logging on to the WAWF system, click on the plus sign next to the word "Vendor" and then click on the "Create New Document" link. Enter the Contract Number (no dashes), Delivery Order (if applicable) and CAGE Code, and then hit Continue. (Note - Some codes may automatically pre-populate in WAWF; if they do not, they should be entered manually)

Enter the Pay DODAAC and hit Submit.

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]

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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.

Special Payment Instructions for CLIN/SLINs with Multiple ACRNs/Lines of Accounting:

(Note - since WAWF does not accept the use of multiple ACRNs with the same AAA or SDN for any single CLIN or SLIN on one invoice; multiple invoices may have to be used - use the WAWF "Line Item" "Description" area to note the use of multiple invoices).

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. Fiscal Year is determined from the 3rd character in the "Appropriation (Critical)" part (Block 6B) of the Line of Accounting on the Financial Accounting Data Sheet of the contract (e.g., 1781319 for FY 2008 and 1791319 for FY 2009). 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.

If you have any questions regarding WAWF, contact the DoD WAWF Assistance Line at 1-866-618-5988.

For additional clarification on the correct Codes to use or on proper invoicing procedures, contact the ADMINISTERED BY Office on page one of the award document.

For payment status questions, contact the PAYMENT WILL BE MADE BY Office listed on page one of the award document or visit the DFAS My Invoice system (<https://myinvoice.csd.disa.mil>).

1.2 Payment of Allowable Costs (TAILORED)

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.

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

DFARS PGI Reference	Indicate Applicable CLIN(s) or SLIN(s).	Instruction for Use
252.204-0004 Line Item Specific: by Fiscal Year (SEP)	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 PAYMENT AND INVOICE INSTRUCTIONS (FIRM FIXED PRICE) (APPLICABLE TO FIRM FIXED PRICE CLINS 5000, 5100, 5200, 8000, and 8100)

3.1 Submission of Invoices

PAYMENT AND INVOICE INSTRUCTIONS (FIRM FIXED PRICE OR TIME-AND-MATERIAL/LABOR-HOUR)

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 the submission of 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 either "Invoice 2in1" or "Invoice and Receiving Report (Combo)"; use the former if the invoice is for services only.

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 invoices must self-register in WAWF.

After self-registering and logging on to the WAWF system, click on the plus sign next to the word "Vendor" and then click on the "Create New Document" link. Enter the Contract Number (no dashes), Delivery Order (if applicable) and CAGE Code, and then hit Continue. (Note - Some codes may automatically pre-populate in WAWF; if they do not, they should be entered manually)

Enter the Pay DODAAC and hit Submit.

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

Select either the: "Invoice as 2-in-1 (Services Only)" for services/R&D/reports (can include incidental supplies) or "Invoice and Receiving Report (Combo)" for supplies (can also include additional services) invoice type within WAWF and hit Continue. Both types of invoices fulfill 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]

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

Service Acceptor: [Use the 6 character “ISSUED BY” CODE on page one of the award document] (Note – this line is required only with “Invoice as 2-in-1 (Services Only)” type invoices)

Ship To Code: [Use the 6 character “SHIP TO” CODE on page one of the award document] (Note – this line is required only with “Invoice and Receiving Report (Combo)” type invoices)

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.

Helpful Note: Shipment Number format should be three (3) alpha and four (4) numeric characters (e.g., SER0001).

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.

Special Payment Instructions for CLIN/SLINs with Multiple ACRNs/Lines of Accounting:

(Note - since WAWF does not accept the use of multiple ACRNs with the same AAA or SDN for any single CLIN or SLIN on one invoice; multiple invoices may have to be used - use the WAWF “Line Item” “Description” area to note the use of multiple invoices).

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. Fiscal Year is determined from the 3rd character in the “Appropriation (Critical)” part (Block 6B) of the Line of Accounting on the Financial Accounting Data Sheet of the contract (e.g., 1781319 for FY 2008 and 1791319 for FY 2009). 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.

If you have any questions regarding WAWF, contact the DoD WAWF Assistance Line at 1-866-618-5988.

For additional clarification on the correct Codes to use or on proper invoicing procedures, contact the ADMINISTERED BY Office on page one of the award document.

For payment status questions, contact the PAYMENT WILL BE MADE BY Office listed on page one of the award document or visit the DFAS My Invoice system (<https://myinvoice.csd.disa.mil>).

4.0 ORDER DETAILS

4.1 Other Direct Costs (ODCs) (CLINS 6000, 6100, 6200, 9000, and 9100)

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 the value specified in the Statement of Work and associated CLINS for the base period and each option, if exercised.

4.1.1 Travel and Per Diem

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In accordance with the Contract requirements, direct costs associated with the Contractor's travel should not exceed the applicable rates found in the Joint Travel Regulations (JTR). All travel arrangements under the Contractor's responsibility include: clearance requests, hotel accommodations, travel orders, and visa/passport requirements, unless otherwise stated by the Government sponsor.

4.2 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).

4.3 Facilities, Supplies and Services. 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).

4.4 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.

4.5 Documentation. All existing documentation held by the Government and relevant to this task order will be made available to the contractor at the beginning of the task or as needed. The Contractor will be required to prepare documentation in accordance with defined guidelines provided by the Government.

4.6 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.nmcieds.com/index.asp>.

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

4.8 Security Requirements.

4.8.1 Clearance Requirements. Specific personnel and facility requirements are provided in the Statement of Work.

4.8.1 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.

4.8.2 Nondisclosure Agreement. In the course of its work, the Contractor will be required to execute Nondisclosure Agreements (NDAs) (Attachment 1 refers).

4.9 Organizational Conflict of Interest

4.9.1 The parties acknowledge that, during performance of this Task Order, 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

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Government received such information and shall stress that the information shall not be disclosed to an other party or to contractor personnel who do not need to know the contents thereof for the performance of the Task Order. 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.

4.9.2 The Contractor agrees that, during the performance of this Task Order, and for a period of two years after the completion of its performance of the Task Order, 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, subcontract, 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.

5.0 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 - Katie Sisk, ONR 254, (703) 696-2601, E-Mail Address: Katherine.sisk@navy.mil

Inspection and Acceptance - Robert Headrick, ONR 322, (703) 696-4135, DSN 426-4135, E-mail Address: bob.headrick@navy.mil

Security Matters – Ms. Torri Powell, ONR 43, (703) 696-8177, DSN 426-8177, E-Mail Address: torri.powell@navy.mil

Task Order Ombudsman (as per FAR 16.505(b)(5))- CAPT Ronald Kocher, ONR 02, (703) 588-2362, Email Address: Ronald.kocher@navy.mil

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

The Task Order Manager (TOM)/COR for this contract is:

Name: Robert Headrick
Mailing Address: 875 North Randolph Street, Arlington, VA 20175-1995
Telephone No: 703-696-4135

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.

7.0 INSTRUCTION TO THE CONTRACTOR. The Contractor is advised to direct inquiries concerning administration of this Task Order to the Administrative Contracting Officer designated in Block 6 of the Standard Form 26 of this Task Order.

8.0 CONTRACT TYPE. Any Task Order awarded under CLINS 5000 through 5200 and 8000 through 8100 will be a firm fixed price task order. Other Direct Costs under this order (CLINS 6000 through 6200 and 9000 through 9100 are non-fee bearing cost elements, subject to Material Handling and G&A only.

9.0 PERSONNEL REQUIREMENTS. The contractor shall provide qualified personnel to manage and execute all aspects of the statement of work. Personnel shall meet the requirements specified in the Statement of Work.

10.0 DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

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- (a) CLIN 5000 is fully funded
CLIN 5100 is fully funded

CLIN 8100 is fully funded.

An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except

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with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract (CLIN 5000)	\$209,928
3 JAN 2013 (CLIN 5100)	\$215,844
13 DEC 2013 (CLIN 5200)	\$109,455
30 APR 2014 (CLIN 5200)	\$103,449
10 DEC 2014 (CLIN 8000)	\$129,000
12 JUN 2015 (CLIN 8000)	\$70,000
20 NOV 2015 (CLIN 8000)	\$11,410
8 DEC 2015 (CLIN 8100)	\$75,000
7 MAR 2016 (CLIN 8100)	\$159,516
29 AUG 2016 (CLIN 8100)	\$(50,883)

(End of clause)

11.0 Allotment of Funds (ODC CLINs)

(a) CLIN 6000 will not exceed a total amount of \$40,000, including an estimated cost of \$40,000 and a fixed fee of \$0. The total amount presently available for payment and allotted to CLIN 6000 of this contract is \$2,200, including an estimated cost of \$2,200 and a fixed fee of \$0. It is estimated that the amount allotted of \$2,200 will cover the period from 12/17/2011 through 12/16/2012.

(b) CLIN 6100 will not exceed a total amount of \$40,000, including an estimated cost of \$40,000 and a fixed fee of \$0. The total amount presently available for payment and allotted to CLIN 6100 of this contract is \$6,000, including an estimated cost of \$6,000 and a fixed fee of \$0. It is estimated that the amount allotted of \$6,000 will cover the period from 12/17/2012 through 12/16/2013.

(c) CLIN 6200 will not exceed a total amount of \$40,000, including an estimated cost of \$40,000 and a fixed fee of \$0. The total amount presently available for payment and allotted to CLIN 6200 of this contract is \$0, including an estimated cost of \$0 and a fixed fee of \$0. It is estimated that the amount allotted of \$0 will cover the period from 12/17/2012 through 12/16/2013.

(d) CLIN 9000 will not exceed a total amount of \$40,000, including an estimated cost of \$40,000 and a fixed fee of \$0. The total amount presently available for payment and allotted to CLIN 9000 of this contract is \$8,590.00, including an estimated cost of \$8,590.00 and a fixed fee of \$0. It is estimated that the amount allotted of \$8,590.00 will cover the period from 12/17/2014 through 12/16/2015.

(e) CLIN 9100 will not exceed a total amount of \$40,000, including an estimated cost of \$40,000 and a fixed fee of \$0. The total amount presently available for payment and allotted to CLIN 9100 of this contract is \$0. It is estimated that the amount allotted of \$0 will cover the period from 12/17/2015 through 12/17/2015.

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SLINID PR Number Amount

500001 12PR03815-00 100000.00
LLA :
AC SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

500002 12PR03815-00 21570.00
LLA :
AA SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

500003 12PR03815-00 80966.00
LLA :
AB SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

500004 12PR03815-00 7392.00
LLA :
AD SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

600001 12PR03815-00 40000.00
LLA :
AD SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

BASE Funding 249928.00
Cumulative Funding 249928.00

MOD 01 Funding 0.00
Cumulative Funding 249928.00

MOD 02

510001 12PR03815-00 31800.00
LLA :
AD SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

510002 1300316987 90182.00
LLA :
AE 1731319 W2DG 251 RA329 0 050120 2D 000000 A00001503458 \$90,182.00
FAD SHEETS NO LONGER WILL BE USED

510003 1300316987 37136.00
LLA :
AF 1731319 W276 251 RA329 0 050120 2D 000000 A10001503458 \$37,136.00
FAD SHEETS WILL NO LONGER BE ATTACHED

510004 1300316987 56726.00
LLA :
AG 1731319 W276 251 RA329 0 050120 2D 000000 A20001503458 \$56,726.00

600001 12PR03815-00 (37800.00)
LLA :
AD SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

610001 12PR03815-00 6000.00
LLA :
AD SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

MOD 02 Funding 184044.00
Cumulative Funding 433972.00

MOD 03

520001 1300388140 26162.00
LLA :
AH 1741319 W276 251 00014 0 050120 2D 000000 A00002009170
Standard Document Number: N0001414PR00092

520002 1300388140 23771.00
LLA :
AJ 1741319 W276 251 00014 0 050120 2D 000000 A10002009170

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Standard Document Number: N0001414PR00092

520003 1300388140 8050.00
 LLA :
 AK 1741319 W276 251 00014 0 050120 2D 000000 A20002009170
 Standard Document Number: N0001414PR00092

520004 1300388140 51472.00
 LLA :
 AL 1741319 W2DG 251 00014 0 050120 2D 000000 A30002009170
 Standard Document Number: N0001414PR00092

620001 1300388140 10000.00
 LLA :
 AL 1741319 W2DG 251 00014 0 050120 2D 000000 A30002009170
 Standard Document Numbre: N0001414PR00092

MOD 03 Funding 119455.00
 Cumulative Funding 553427.00

MOD 04 Funding 0.00
 Cumulative Funding 553427.00

MOD 05

520005 1300388140 18838.00
 LLA :
 AH 1741319 W276 251 00014 0 050120 2D 000000 A00002009170
 STANDARD DOCUMENT NUMBER: N0001414PR00092

520006 1300388140 11950.00
 LLA :
 AK 1741319 W276 251 00014 0 050120 2D 000000 A20002009170
 STANDARD DOCUMENT NUMBER: N0001414PR00092

520007 1300388140 21309.00
 LLA :
 AM 1741319 W276 251 00014 0 050120 2D 000000 A40002009170
 STANDARD DOCUMENT NUMBER: N0001414PR00092

520008 1300388140 60352.00
 LLA :
 AL 1741319 W2DG 251 00014 0 050120 2D 000000 A30002009170
 STANDARD DOCUMENT NUMBER: N0001414PR00092

620002 1300388140 20000.00
 LLA :
 AH 1741319 W276 251 00014 0 050120 2D 000000 A00002009170
 STANDARD DOCUMENT NUMBER: N0001414PR00092

620003 1300388140 10000.00
 LLA :
 AL 1741319 W2DG 251 00014 0 050120 2D 000000 A30002009170
 STANDARD DOCUMENT NUMBER: N0001414PR00092

MOD 05 Funding 142449.00
 Cumulative Funding 695876.00

MOD 06

520008 1300388140 (9000.00)
 LLA :
 AL 1741319 W2DG 251 00014 0 050120 2D 000000 A30002009170
 STANDARD DOCUMENT NUMBER: N0001414PR00092

620001 1300388140 (10000.00)
 LLA :
 AL 1741319 W2DG 251 00014 0 050120 2D 000000 A30002009170
 Standard Document Numbre: N0001414PR00092

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620002 1300388140 (2000.00)
 LLA :
 AH 1741319 W276 251 00014 0 050120 2D 000000 A00002009170
 STANDARD DOCUMENT NUMBER: N0001414PR00092

620003 1300388140 (1000.00)
 LLA :
 AL 1741319 W2DG 251 00014 0 050120 2D 000000 A30002009170
 STANDARD DOCUMENT NUMBER: N0001414PR00092

800001 1300388140 29000.00
 LLA :
 AL 1741319 W2DG 251 00014 0 050120 2D 000000 A30002009170

800002 1300388140 20000.00
 LLA :
 AH 1741319 W276 251 00014 0 050120 2D 000000 A00002009170

800003 130046347100001 80000.00
 LLA :
 AN 1751319 W276 251 00014 0 050120 2D 000000 A00002604176

900001 130046347100006 20000.00
 LLA :
 AP 1751319 W2DG 251 00014 0 050120 2D 000000 A20002604176

MOD 06 Funding 100000.00
 Cumulative Funding 795876.00

MOD 07

800004 130046347100007 10000.00
 LLA :
 AP 1751319 W2DG 251 00014 0 050120 2D 000000 A20002604176

800005 130046347100008 60000.00
 LLA :
 AQ 1751319 W2DG 251 00014 0 050120 2D 000000 A30002604176

MOD 07 Funding 70000.00
 Cumulative Funding 865876.00

MOD 08 Funding 0.00
 Cumulative Funding 865876.00

MOD 09

800006 1300463471 11410.00
 LLA :
 AP 1751319 W2DG 251 00014 0 050120 2D 000000 A2000260176

900001 130046347100006 (11410.00)
 LLA :
 AP 1751319 W2DG 251 00014 0 050120 2D 000000 A20002604176

MOD 09 Funding 0.00
 Cumulative Funding 865876.00

MOD 10

810001 130046347100011 75000.00
 LLA :
 AR 1761319 W1AE 251 00014 0 050120 2D 000000 A40002604176

MOD 10 Funding 75000.00
 Cumulative Funding 940876.00

MOD 11

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810002 130046347100012 159516.00
LLA :
AR 1761319 W1AE 251 00014 0 050120 2D 000000 A40002604176

MOD 11 Funding 159516.00
Cumulative Funding 1100392.00

MOD 12

810002 130046347100012 (50883.00)
LLA :
AR 1761319 W1AE 251 00014 0 050120 2D 000000 A40002604176

MOD 12 Funding -50883.00
Cumulative Funding 1049509.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

1.0 HOURS OF OPERATION AND HOLIDAY SCHEDULE

1.1 The Office of Naval Research conforms to public holidays for Federal Employees. Contractor support will not be required on public holidays, except to the extent that travel for operational requirements is schedule. Federal Holidays for FY11 are listed below. A list of holidays for subsequent years is available at the Office of Personnel Management Website:

http://www.opm.gov/Operating_Status_Schedules/fedhol/2011.asp

Fri, Dec 31, 2010	New Year's Day
Mon, Jan 17	Birthday of Martin Luther King, Jr.
Mon, Feb 21	Washington's Birthday
Mon, May 30	Memorial Day
Mon, Jul 4	Independence Day
Mon, Sep 5	Labor Day
Mon, Oct 10	Columbus Day
Fri, Nov 11	Veterans Day
Thu, Nov 24	Thanksgiving Day
Mon, Dec 26	Christmas Day

*If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

1.2 The Office of Naval Research conforms to public holidays for Federal Employees. Contractor support will not be required on public holidays, except to the extent that travel for operational requirements. In the event the Government is closed for any other purposes (e.g., inclement weather) contractor personnel may be allowed to work provided permission is granted by the Contractor and the COR. In the event Contractor personnel will be absent from the office for other reasons e.g., sickness, vacation, training), these absences must be coordinated with the COR prior to their occurrence to the extent practicable. The Contractor shall not charge as a direct charge under cost-type task orders for any time in which Contractor personnel are not on-site (to include travel associated with services) and working, unless the procedures for a Government closure have been followed.

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 e-mail signature blocks, in voicemail greetings, when using Government letterhead and fax cover sheets, and on business cards. Letterhead, fax cover sheets and business cards may include the "Office of Naval Research" name, but shall not include the Office of Naval Research logo or any related graphic.

3.0 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. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the

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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:

UUV PROGRAM SUPPORT - MELODY NASH
OMCM PROGRAM SUPPORT - WILLIAM POSNER

4.0 ONR 5252.222-9709 Minimum Wage Rates (DEC 88) (TAILORED)

Minimum wage rates as determined by the United States Department of Labor shall be applicable to this contract and are provided as an attachment to the solicitation.

5.0 Reserved.

6.0 Reporting Effort

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

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

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SECTION I CONTRACT CLAUSES

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

ADDITIONAL FAR AND DFARS CLAUSES

THIS TASK ORDER INCORPORATES ONE OR MORE CLAUSES BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. ALSO, THE FULL TEXT OF A CLAUSE MAY BE ACCESSED ELECTRONICALLY AT THIS ADDRESS:

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

FAR 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (IN FIRST BLANK OF PARAGRAPH (A) INSERT "ANY TIME DURING PERIOD OF PERFORMANCE," IN SECOND BLANK OF PARAGRAPH (A) INSERT "1 DAY," AND IN PARAGRAPH (C), INSERT "60 MONTHS.")

FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG

FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

DFARS 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

DFARS 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

DFARS 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2006) (APPLICABLE ONLY TO CONTRACT ACTIONS AWARDED ON THE BASIS OF CERTIFIED COST OR PRICING DATA)

09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least ONE day before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

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SECTION J LIST OF ATTACHMENTS

ATTACHMENT 1 NON-DISCLOSURE AGREEMENTS

ATTACHMENT 2 QUALITY ASSURANCE SURVEILLANCE PLAN

ATTACHMENT 3 WAGE DETERMINATION NUMBER WD 05-2103 (REV. 10)

ATTACHMENT 4 DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION (DD254)

ATTACHMENT 5 FINANCIAL ACCOUNTING DATA SHEETS

ATTACHMENT 6 COR APPOINTMENT LETTER