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The Contractor shall attend and support informational meetings with various Government personnel to discuss the direction, progress, and/or problems that occur during the contract period of performance. This will require an estimated 400 hours of task manager support.

Location # of trips # of consecutive days in trip # persons per trip

Baltimore, Md 5 5 1

Washington, DC 5 5 1

3.8 Monthly Status Report

The contractor shall prepare a monthly status report that documents the status of contractor effort towards achieving contract objectives. The report shall identify accomplishments to date and difficulties encountered, and compare the status achieved to planned goals and the resources expended. The status report shall also include a detail listing of all material purchases, including the specific cost of each item procured.

4.0 GOVERNMENT FURNISHED INFORMATION (GFI)

NSWC PC, Code S14 will provide all GFI to enable the Contractor to satisfactorily complete the task. All GFI shall be returned to NSWC PC at the completion of the task and will be noted in the final report.

The following GFI shall be provided to the Contractor:

- Coast Guard cutter drawings
- Timeline of installations

All GFI shall will be returned to NSWC PC at the completion of the task.

5.0 DELIVERIES

All data deliverables shall be submitted in accordance with the attached DD Form 1423.

Minimum Protection Requirements for Controlled Unclassified Information: Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., FOUO, Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

6.0 PERIOD OF PERFORMANCE

The period of performance for the base year shall be one year from award of task order. In addition, 4 award terms of 1 year each, may be earned.

7.0 SECURITY

All work on this task shall be Unclassified.

8.0 DISTRIBUTION LIMITATIONS STATEMENT

Technical documents generated under this deliver order shall be marked with the following Distribution Limitation Statement. Existing logs, files, or documentation maintained need not be marked.

DISTRIBUTION C: DISTRIBUTION AUTHORIZED TO U.S. GOVERNMENT AGENCIES AND THEIR CONTRACTORS; ADMINISTRATION OR OPERATIONS USE (DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO COMMANDING OFFICER, COAST GUARD ENGINEERING

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LOGISTICS CENTER, BALTIMORE, MD, 21226-5000

DESTRUCTION NOTICE - FOR CLASSIFIED DOCUMENTS, FOLLOW PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT.

9.0 RELEASE OF INFORMATION

All technical data provided to the Contractor by the Government will be protected from public disclosure in accordance with markings contained thereon. All other information relating to the items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers, advertising, or any other proposed public release. The Contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access by the Government

10.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The incentive for satisfactory or better performance is contained in the order (award term provisions). The Government Technical POC will report the quality of performance to the PCO not later than 45 days prior to the completion of each performance period (base or option) during the order or sooner, if required, to correct less than satisfactory performance.

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SECTION D PACKAGING AND MARKING

Packaging and marking if applicable, shall be in accordance with best commercial practices.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance of deliverables will be by Government personnel at the Naval Surface Warfare Center
Panama City FL

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

SHIP TO ADDRESS

Naval Support Activity Panama City

Attn: Receiving Officer

101 Vernon Ave

Panama City Beach FL 32407-7018

FOB: Destination

PERIOD OF PERFORMANCE

The period of performance for the base period shall be from the date of award through one year thereafter, with four award terms. Each award term period, which if awarded, extends the period of performance by 12 months. Award Term periods are executed on the basis of a satisfactory or better performance rating IAW the Award Term Clause and Plan for this Task Order.

Currently, the period of performance for this Task Order is 17 July 2006 to 16 July 2009 (Base period plus Award Terms 01, and 02).

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SECTION G CONTRACT ADMINISTRATION DATA

CONTRACT SPECIALIST

Kayla Nelson, Code B32

Naval Surface Warfare Center Panama City

110 Vernon Ave

Panama City FL 32407-7001

kayla.m.nelson@navy.mil

Phone: (850) 230-7072

Task Order Manager

Carl Smith, Code S14

Naval Surface Warfare Center Panama City

110 Vernon Ave

Panama City FL 32407-7001

carleton.smith@navy.mil

Phone: (850) 235-5410

INVOICING INSTRUCTIONS

(a) The contractor shall submit vouchers on Standard Form 1034 not more often than once a month. The vouchers shall contain the following statement signed by an authorized company representative:

This is to certify that the services set forth herein were performed during the period stated.

Contractor's Authorized Representative

Date of Invoice/Voucher

(b) The vouchers shall be prepared in accordance with this clause and the clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8), and shall include:

(1) Contract and order number

(2) Identify CLIN/SubCLIN/Technical Instruction No. being billed.

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(3) Costs incurred and fixed fee billed.

(4) Direct labor hours by labor category.

(5) Other direct costs to be specified and substantiated.

(c) The contractor shall submit the original plus one copy of each voucher to DCMA identified in Block 6 on the first page of the task order. A copy shall be send to the Contract Specialist and the Task Order Manager (TOM) identified in Section G. The DCMA Contracting Officer will certify all approved vouchers, and forward them electronically to the cognizant paying office for payment.

(d) The TOM will review his copy of the voucher and notify the Contract Specialist of any deficiencies. The Contract Specialist will be responsible for letting the DCMA Contracting Officer know about any deficiencies and they will take an appropriate offset on a subsequent voucher and notifying the contractor in writing of the action taken. The contractor shall be required to resolve the billing discrepancy with the DCMA Contracting Officer and resubmit a separate voucher covering any disputed portion.

```
Accounting Data
SLINID  PR Number      Amount
-----
100001  61941720            110000.00
LLA :
AA  97X4930 NH1E 000 77777 0 000178 2F 000000 31S4C06AC100
```

MOD 1

```
100002  62335843            1066100.00
LLA :
AB 7060610 2 B 601 2006 38 45 1 0 45 00 LC 52501 2672
HSCG4006X60517 ACRN: AA
```

MOD 2

```
100002  62335843            (1066100.00)
LLA :
AB 7060610 2 B 601 2006 38 45 1 0 45 00 LC 52501 2672
HSCG4006X60517 ACRN: AA
```

```
100003  70124581            1066100.00
LLA :
AC 97X4930 NH1E 000 77777 0 000178 2F 000000 31S4C06AEE06
```

MOD 3

```
100004  71308353            11000.00
LLA :
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31S4C07AC100
```

MOD 4

```
100005  71413112            100000.00
LLA :
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31S4C07AC100
```

MOD 5

```
100006  71835614            163000.00
LLA :
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31S4C07AC100
```

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MOD 6

100101 71985652 1500000.00
 LLA :
 AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31S4C07AC100

MOD 7

100102 72671270 200000.00
 LLA :
 AD AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31S4C06AC100

MOD 9

100201 81792757 50000.00
 LLA :
 AE 97X4930 NH1D 000 77777 0 061331 2F 000000 31S4C08AC100

MOD 10

100202 82608000 430000.00
 LLA :
 AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31S4C08AC100

300001 82608024 510000.00
 LLA :
 AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31S4C08AC100

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Key Personnel Clause

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The contractor agrees that during the first 120 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
- (2) A complete resume of the proposed substitute;
- (3) The hourly rates of the incumbent and the proposed substitute; and
- (4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes (in the format provided in the clause RESUME FORMAT AND CONTENT REQUIREMENTS) shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

Changes in Key Personnel Clause

Requests for post award approval of additional and/or replacement key and nonkey personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist [*] and the Contracting Officer's Representative (COR) [*]. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fortyfive (45)

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days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

TECHNICAL GUIDANCE

The Task Order Manager (TOM) will provide guidance to the contractor regarding the requirements of the Statement of Work (SOW). Such guidance may be needed to prioritize work or initiate specific tasking within broad task areas. Under no circumstances may the TOM direct the contractor to perform work outside the scope of the SOW. The contractor is responsible for notifying the Contracting Officer if it believes it has received direction to perform work that is out of scope.

Technical guidance will normally occur through day-to-day verbal communication between the TOM and the contractor's program management personnel. However, written Technical Instructions may be issued at the TOMs discretion. Technical Instructions might be needed to clarify unusually complex requirements, or simply to initiate a written record of guidance that the TOM feels is particularly important. Technical Instructions will be numbered sequentially and will be in the format provided by the Contracting Officer.

AWARD TERM CLAUSE

In addition to the terms and conditions set forth elsewhere in this order, the contractor may earn an award term incentive consisting of an extension to the order period from the minimum one (1) year to a maximum of five (5) years on the basis of performance. For each year of the order, contractor performance is evaluated and ratings are assigned based on how well the contractor has performed. If ratings are positive for Year 1, the contractor earns Year 2; if ratings are positive for Year 2, the contractor earns Year 3, and so on up to the maximum of five (5) years. But if ratings are negative for any year, then the order is ended. The evaluation criteria and the award term procedures are described in the "Award Term Plan".

AWARD TERM PLAN

The Government will assess the quality of the Contractors performance as follows:

a. Evaluation Criteria. The evaluation criteria are as follows:

- Quality of product or service
- Schedule
- Cost control / achieving guaranteed savings
- Business Relations
- Management of Key Personnel

b. Ratings. The adjective ratings used are "unsatisfactory", "marginal", "satisfactory", "very good" and "exceptional". The contractor must receive a rating of satisfactory or better on each of the above evaluation criteria in order to earn the award-term incentive. A rating of less than satisfactory on any of the above criteria will result in the incentive not being earned.

c. Evaluation Period. Each year of the order shall be equivalent to one (1) evaluation period. Interim evaluations will also be conducted as described below.

d. Personnel. The Government evaluation team shall consist of an Assessing Official, performance monitors, and a Reviewing Official.

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(1) Assessing Official. The Assessing Official considers all information from performance monitors and other pertinent sources and prepares written reports evaluating the contractor's performance.

(2) Performance Monitors. Performance monitors monitor the contractor's performance at the task order level and provide input to the Assessing Official to be used in preparing performance reports. Monitors may provide written and verbal input as directed by the Assessing Official.

(3) Reviewing Official. The Reviewing Official is responsible for reconciling any disagreements between the Assessing Official and the contractor, and for finalizing ratings and closing reports whenever such disagreements exist.

e. Interim Evaluations. An interim evaluation shall be conducted at the midpoint (i.e., six months) of each evaluation period. No later than 15 calendar days after the midpoint of the evaluation period, the Assessing Official shall notify the Contracting Officer of the contractor's current strengths and weaknesses on the basis of inputs from the performance monitors and other pertinent sources. The Contracting Officer will then issue a letter to the contractor describing the strengths and weaknesses identified by the Assessing Official. The Contracting Officer may also issue letters at any time when it is deemed necessary to highlight areas of Government concern.

f. End-of-Period Evaluations. No later than 15 calendar days prior to the end of the evaluation period, the Assessing Official shall initiate a report covering the entire evaluation period and submit that report to the contractor for review and comment. The contractor shall review the report and provide comments to the Assessing Official within 10 calendar days. If the contractor concurs with the ratings in the report, then the Assessing Official will finalize the ratings and close the report. If the contractor does NOT concur with ratings, then the Assessing Official will forward the report to the Reviewing Official. The Reviewing Official will then reconcile any disagreements between the Assessing Official and the contractor, finalize the ratings, and close the report. All reports must be closed no later than the final day of the evaluation period. Once the report is closed, the ratings are not subject to dispute by either party.

g. Award-Term Incentive Determination. As stated above, the contractor must receive a rating of satisfactory or better on each of the evaluation criteria in order to earn the award term incentive. The Contracting Officer will review the closed report to determine if the award term incentive has been earned. If the incentive has been earned, then the Contracting Office will issue a modification to exercise the option for the next year of the order. If the incentive has not been earned, then the option for the next year will not be exercised and the order will be ended.

h. Changes to the Award-Term Plan. This Award-Term Plan is a part of the order and can only be changed by a bilateral modification to the order. Either party may propose a change to the Award-Term Plan at any time. However, if either party desires a change to the plan and a mutual agreement cannot be reached, then this original Award-Term Plan will remain in full effect.

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SECTION I CONTRACT CLAUSES

Clauses in Section I of the basic contract apply as well as the following clauses set forth there.

52.222-41 Service Contract Act (1965)

52.222-42 Statement of Equivalent Rates for Federal Hires May 1989

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identified the classes of service employees expected to be employed under the contract and states the wages and fringe benefits apyable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only

IT IS NOT A WAGE DETEMINATION

Employee Class Monetary Wage/ Fringe Benefit

Welder WG-3, Step 3

Ship Fitter WG-3, Step 3

Pipe Fitter WG-3, Step 3

Painter WG-3, Step 3

Electrician WG-3, Step 3

Quality Assurance WG-3, Step 3

Supply Technician GS-7, Step 3

52.222-41 Service Contract Act (1965)

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SECTION J LIST OF ATTACHMENTS

CDRLS, DD FORM 1423

Wage Determination No. 94-3007 Rev (08)

Technical Instruction TI-1000-01 dated 13 July 06

Revised Statement of Work dated 09 July 07

Revised CDRL's dated 09 July 07

Technical Instruction TI-1001-01 dated 16 July 07

Technical Instruction TI-1002-01 dated 15 September 2008