

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-07-D-5283				2. DELIVERY ORDER NO. EL01		3. EFFECTIVE DATE 2011 Apr 14		4. PURCH REQUEST NO. N00033-11-NR-55000		5. PRIORITY Unrated		
6. ISSUED BY MILITARY SEALIFT COMMAND HQ 914 CHARLES MORRIS CT, SE WASHINGTON NAVY YARD DC 20398-5540			CODE N00033	7. ADMINISTERED BY DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299				CODE S2101A	8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>			
9. CONTRACTOR Tridentis, LLC 301 G street NE, suite #31 Washington DC 20002			CODE 4J2N6	FACILITY	10. DELIVER TO FOB POINT BY <i>(Date)</i> See Schedule			11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED				
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G									
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264				CODE HQ0338				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.									
	PURCHASE		Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.									
Tridentis, LLC			David Jochum Authorized Company Representative									
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule												
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT			
	See Schedule											
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA				25. TOTAL		\$115,400.00		
				BY: /s/Stefani Nick				04/14/2011 CONTRACTING/ORDERING OFFICER		26. DIFFERENCES		
27a. QUANTITY IN COLUMN 20 HAS BEEN												
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:										
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS			
f. TELEPHONE					g. E-MAIL ADDRESS		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE				34. CHECK NUMBER			
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			31. PAYMENT PARTIAL				35. BILL OF LADING NO.			
					FULL							
37. RECEIVED AT		38. RECEIVED BY <i>(Print)</i>		39. DATE RECEIVED		40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.			

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services	Qty	Unit	Unit Price	Total Price
5000	Labor - Naval Arch Support (TBD)		1.0 Lot	██████████	\$ ██████████

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Reimbursable Travel (TBD)		1.0 Lot	\$ ██████████

TRAVEL

The Government estimate for travel is \$5,400.00. Travel will be reimbursed in accordance with the Approval and Reimbursement of Travel section of the Order.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Title: Naval Architecture (N721) Engineering Support Services

1. Background: The Naval Architecture Branch (N721) in the Military Sealift Command HQ Technical Division requires additional contractor technical support to resolve the present backlog of work and to meet emergent customer needs.

1.1. Non Personal Services: Non-personal services shall be provided under this order. Personnel rendering the services are not subject, either by the order's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

1.2. Inherently Governmental Functions: The Contractor shall not, under any circumstance, perform inherently Governmental functions as defined in FAR 7.5 under this Order. Examples of inherently governmental functions include making purchases on behalf of the Government (i.e., office supplies, equipment repair), approving or certifying employee travel or training, initiating security clearance requests, personnel requests, or making budget decisions.

2. Scope of Work: The Contractor shall provide one Naval Architect (hereafter referred to as either Engineer or Contractor), to provide the services described herein.

3. Specific Tasks:

3.1. The Engineer shall provide support services for the following tasks:

3.1.1. Trim and Stability Booklets preparation/revision/upgrade to MSC standard, subsequent submissions to the American Bureau of Shipping (ABS), and revisions per ABS comments.

3.1.2. New CARGOMAX on-board stability software testing and troubleshooting.

3.1.3. Intact and Damage Stability and Longitudinal Strength analyses using POSSE, SHCP, and GHS software.

3.1.4. Docking calculations and Docking Plan revisions in AUTOCAD per instructions from the Technical Point of Contact (TPOC) or N721 Branch Head.

3.1.5. Structural drawing development in AUTOCAD.

3.1.6. Simple finite-element modeling and structural analyses in ALGOR and MAESTRO per instructions from the TPOC.

3.1.7. Simple beam calculations to analyze local structures.

3.1.8. MSC Tech Library research in support of development of MSC Ships General Arrangement and Lines Plan archive.

3.2. The Contractor shall act as a liaison with ABS, United States Coast Guard (USCG), ship's force, and Program Managers in support of assigned work.

3.3. Ship checks and other marine surveys in support of assigned work may be required. All travel under this order shall be reimbursed in accordance with Reimbursement of Travel section below.

3.4. All tasks listed in Section 3.1 will be tasked by technical direction from the TPOC or N721 Branch Head. All deliverables created as a result of the above tasks will be reviewed and approved by the TPOC. The due date for deliverables shall be mutually agreed upon between the Contractor and TPOC prior to

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tasking.

4. Deliverables: Engineering drawings, reports, studies, booklets, sketches, memos, letters, and other pertinent correspondence as required.

5. Data Rights: All work performed by the Contractor under the Contract shall become the exclusive property of MSC in which the Government shall have unlimited rights. The Contractor shall not deliver or otherwise provide to the Government technical data or computer software, to include the deliverables under the Contract, with restrictions, including those as to use, modification, reproduction, and transfer, or with restrictive markings.

At any and all times, the Contractor agrees to promptly provide to the Government at no additional cost such documents, codes or other materials and information that are necessary to permit the Government's full enjoyment of its rights in the deliverables as described above.

6. Security / Identification of Non-Disclosure Requirements:

6.1. The Contractor will be required to work with business sensitive information in the performance of this PWS. No sensitive or proprietary information of, or in the possession of the Military Sealift Command or any of its operating units, will be disclosed without the written consent of the Contracting Officer. A non-disclosure agreement concerning information gained or used during performing under this order must be initiated prior to the start of the order. The agreement must be signed by any personnel who have access to sensitive business information and their employer. (See Attachment 1)

6.2. This effort will require access to U.S. Government classified information and/or facilities. Prior to the start of performance, the Contractor must have a facilities clearance up to SECRET.

6.3. The Contractor shall provide personnel that are eligible for a U.S. Government SECRET security clearance. Specifically, the Engineer MUST have either an interim or active security clearance.

6.4. Security requirements are described in the Department of Defense Contract Security Classification Specification DD254 (Attachment 2). Blocks 6 and 7 of that form will be finalized following award.

6.5. All personnel performing work on-site at Government locations shall be United States citizens.

6.6. The Government shall provide the Contractor access to all areas as necessary to support contractor performance.

6.7. Contractor personnel must adhere to the below directives at all times during the performance of this contract.

- SECNAVINST 5510.30B of 06 Oct 2006 titled, "Department of the Navy Personnel Security Program Instruction"
- SECNAVINST 5510.36A of 06 Oct 2006 titled, "Department of the Navy (DON) Information Security Program (ISP) Instruction"
- DOD 5220.22-M of 28 Feb 2006 titled, "National Industrial Security Program Operating Manual (NISPOM)"

6.8. The Contractor shall comply with all applicable public laws, government regulations, and command procedures regarding privacy.

6.9. At the direction of the Government, upon completion or termination of the Contract, all classified information furnished will be returned to the direct custody of the designated Information Assurance Manager (IAM), or destroyed in accordance with applicable instructions.

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance of deliveries under this task order will be accomplished by the Technical Point of Contact listed in Section G.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

5000	4/18/2011 - 4/17/2012
6000	4/11/2011 - 4/10/2012

Place of Performance: Work shall be performed at MSC, Washington Navy Yard (WNY), Buildings 157 and 210, Washington, DC. Travel may be required for ship checks and other marine surveys should the Contractor be tasked with projects that require them.

Period of Performance: 18 April 2011 - 17 April 2012

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SECTION G CONTRACT ADMINISTRATION DATA

1. MSC WIDE AREA WORKFLOW (WAWF) INSTRUCTIONS (FEB 2010)

To implement DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008), Military Sealift Command (MSC) utilizes Wide Area WorkFlow (WAWF) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track Invoices and Receipt/Acceptance documents electronically.

The contractor is required to utilize this system when processing invoices and receiving reports under this contract/order, unless an exception at DFARS 252.232-7003(c) applies. The contractor shall:

- (i) ensure an Electronic Business Point of Contact is designated in Central Contractor Registration (CCR) at <http://www.ccr.gov>.
- (ii) register to use WAWF at the <https://wawf.eb.mil> site, within ten (10) calendar days after award of this contract or modification. Step by step procedures to register are available at the <https://wawf.eb.mil> site.
- (iii) ensure review of the vendor guide that is available at the MSC site at <http://www.procurement.msc.navy.mil> under the references section.

In the event you have WAWF questions, contact the MSC WAWF point of contact (POC) at MSC_WAWF_INBOX@navy.mil.

NOTE: The POC identified above is for WAWF issues only. Any other contracting questions/problems should be addressed to the Contracting Officer or other person identified in the contract to whom questions are to be addressed.

The contractor is directed to use the Invoice format when processing invoices and receiving reports.

The information contained in the table below is for WAWF purposes only. If any information included in these instructions, e.g., Ship to DoDAAC, contradicts information elsewhere in this contract, those other terms shall take precedence for any matter other than invoicing and receiving reports.

When entering the invoice into WAWF, the contractor shall fill in the following DoDAAC fields or DoDAAC extensions exactly as shown in the table below. Fields that should not be filled in when entering the invoice into WAWF will be indicated below with the direction, "Leave Blank"

WAWF Routing Table	
Contract Number	N00178-07-D-5283
Delivery Order	EL01
Cage Code/Ext	4J2N6
Pay DoDAAC	N00033
Issue Date	04/14/2011
Admin By DoDAAC	N00033
Issued By DoDAAC	N00033
Ship To Code/Ext	N62387
Ship From Code/Ext	Leave Blank
LPO DoDAAC	Leave Blank
Acceptor Email Address	Leave Blank
Inspect By DoDAAC/Ext	Leave Blank

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In some situations the WAWF system will pre-populate the “Pay DoDAAC,” “Admin By DoDAAC” and “Issue By DoDAAC.” Contractor shall verify that those DoDAACs automatically entered by the WAWF system match the information in the table above. If these DoDAACs do not match, then the contractor shall correct the field(s).

For Receiving Reports, ensure that the “Inspection” and “Acceptance” defaults of “destination” for both fields are not changed.

The CLINs on the WAWF invoice shall be entered as indicated in Section B of the contract document. The contractor shall bill to the lowest level, e.g., the subCLIN level. The Quantity and Unit of Measure fields must be filled out exactly as indicated in the CLINs and subCLINs to reduce the possibility of the invoice being delayed or rejected during processing.

Before closing out of an invoice session in WAWF, but after submitting the document or documents, the contractor will be given the option to send additional email notifications by clicking on the “Send More Email Notifications” link that appears on the page. The contractor shall click on this link and add the acceptor’s/receiver’s email address in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF system.

(End of Instructions)

2. Technical Point of Contact (TPOC) Designation: The person named below is the TPOC for this Order:

NAME: Paul Handler
CODE: N72
ADDRESS: 914 Charles Morris Ct SE, Washington Navy Yard, DC 20398
PHONE: 202-685-5780

The TPOC is responsible for reviewing the invoices submitted by the Contractor and informing the Contracting Officer of areas where exceptions are to be taken and final inspection and acceptance of all deliverables under the order.

3. Order Type: This is a firm fixed price order.

4. Working Hours: The normal business day shall be 8:00 AM to 5:00 PM, with a one-hour lunch break. Normal business days shall be Monday through Friday excluding Federal Holidays. Holidays shall be defined as the ten Federal holidays established by the Office of Personnel Management unless otherwise identified by the contractor in their proposal.

5. Key Personnel Requirements: The engineer working under this Order is considered Key Personnel. The engineer shall work a full time schedule on Order requirements. The Engineer under this Order shall meet the following minimum qualifications:

- 5.1. A Bachelor’s degree in Naval Architecture or other similar engineering program.
- 5.2. A minimum of six (6) months of professional experience in Naval Architecture or a similar engineering field.
- 5.3. The engineer shall be a US citizen.
- 5.4. The engineer shall possess experience in four (4) of the following areas:
 - 1) Stability analysis experience and associated software familiarity (e.g. GHS, SHCP, CARGOMAX, POSSE).
 - 2) Regulatory body rules, regulations, and the approval process.
 - 3) Structural analysis experience and associated software familiarity (e.g. ALGOR, MAESTRO).
 - 4) Proficiency with AUTOCAD

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- 5) Basic familiarity with the MSC fleet and operations
- 6) General engineering calculations and studies including:
 - a) Trim and stability and trim and stability booklet preparation
 - b) Dry-docking calculations
 - c) Statics and dynamics
- 7) Proficiency with MS Office desktop applications.
- 8) Experience in intact and damage stability analysis, dry-dockings, and ship surveying and inspection.

6. Government Furnished Equipment (GFE) / Government Furnished Information (GFI):

6.1. Facilities, Supplies and Services: The Government will provide office space for contractor personnel working on-site. The office space shall, as necessary, include telephones, computer hardware and software (NMCI approved), photocopy and facsimile equipment and all office supplies necessary to perform work.

6.2. Information: The Government will provide the following information:

6.2.1. Access to relevant Government organizations, information and documentation, manuals, texts, briefs and associated materials, as required and available.

6.3. Common Access Cards:

6.3.1. The United States Department of Defense (DOD)/Uniformed Services Identification Common Access Card (CAC) is the standard identification card issued to authorized personnel within DOD. The Contractor shall ensure Common Access Card with Public Key Infrastructure (PKI) are obtained for any contractor personnel who require logical access to the Department of Navy's computer networks or systems and / or will require regular access to Government installations, facilities, and ships for the duration of the contract. Fees associated with obtaining CACs are not reimbursable and shall be part of the Contract firm fixed price.

6.3.2. Authorized Personnel. CACs are to be issued only through the auspices of a Trusted Agent (TA) (assigned after contract award), and only to U.S. Citizens or other individuals as authorized by Commander, Military Sealift Command (MSC). The contractor shall coordinate with the TA to ensure contractor employees have been entered into the web based Contractor Verification System (CVS).

6.3.3. Tracking and Disposition. Since the card is Government property, contractors are responsible for the control of CAC issued to their personnel under MSC contract. In order to ensure positive control of CAC, contractors shall, at a minimum:

- Require employees to surrender their CAC to the COR at the end of his/her employment.
- The Contractor shall surrender all CACs issued in the performance of a subject contract upon: 1) Termination of the contract; 2) As directed by the issuing authority, the Trusted Agent or the Contracting Officer.

6.3.4. CAC Reporting. The Contractor shall provide to the Contracting Officer:

· A semi-annual list of all CACs issued to contractor employees and subcontractor's employees. The list shall state: 1) Names of the employee; 2) Location of CAC (e.g., with employee, returned to issuing office).

· A report shall be made within 24 hours of discovering any CAC is lost, stolen or destroyed. The Contracting Officer shall then generate a report to the Trusted Agent for cancellation of the card.

7. Travel Reimbursement: Contractor Request and Approval of Travel. Any travel under this order must be specifically requested in writing by the contractor and approved by the Contracting Officer's Representative (COR), prior to incurring any travel expense. The Contractor shall submit the written request to the COR 10 days in advance, when possible. The travel request shall include as a minimum, the following:

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1. Order number
2. Date, time, and place of proposed travel
3. Purpose of travel and how it relates to the order
4. Contractor's estimated cost of travel with a breakdown of the estimated costs of transportation, lodging, meals, and incidentals; and
5. Name(s) of individual(s) traveling.

The COR shall review and approve/disapprove (as appropriate) all travel requests submitted giving written notice of such approval or disapproval to the contractor.

7.1. Travel Reimbursement. The Contractor shall be reimbursed for the reasonable actual cost of transportation, lodging, meals and incidental expenses. However, actual costs shall be considered reasonable, allowable, and reimbursable only to the extent that they do not exceed on a daily basis the maximum per diem rate in effect at the time of travel as set forth in the DOD Joint Travel Regulations located at <https://secureapp2.hqda.pentagon.mil/perdiem/>. Actual cost does not include handling charges, general and administrative cost, overhead, profit or any other indirect cost.

7.2. The Contractor shall use the allowable Government personnel rates for transportation and lodging. Reimbursement for airfare shall not exceed the lowest customary standard, coach, or equivalent airfare quoted during normal business hours. The Contractor will not be reimbursed for travel expenses unless audited records for transportation contain evidence, such as original receipts, substantiating actual expenses incurred for travel. In no event will reimbursement exceed the published rates of common carriers. Expenses for lodging, meals and incidental expenses shall be reimbursed to the Contractor, provided that the overnight stay was documented as necessary.

7.3. The order includes a not-to-exceed funding limitation for travel costs. When the Contractor expects total funding expended for reimbursable travel to reach 85 percent of the total funds available on the travel CLIN, the Contractor shall notify the Contracting Officer and the COR and any other Government official identified by the Contracting Officer. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the task order. The Contractor shall not exceed or incur costs that exceed the amount of funding stated on the reimbursable travel CLIN.

7.4. The Government is not obligated to reimburse the Contractor for otherwise reimbursable travel in excess of the funded amount stated on the reimbursable travel CLIN.

7.5. The Contractor is not obligated to continue performance of any reimbursable work under this Contract or otherwise incur costs for reimbursable travel in excess of the funded amount stated on the reimbursable travel CLIN unless the Contracting Officer notifies the Contractor in writing that the funded amount stated under the applicable reimbursable travel CLIN has been increased. In the event notification is made orally, such notification shall be followed up in writing within two working days.

7.6. No notice, communication, or representation from any person other than the Contracting Officer shall affect the Government's obligation to reimburse the Contractor.

7.7 Change orders shall not be considered an authorization to exceed the funded amount stated under the reimbursable travel CLIN unless they contain a statement expressly increasing the funded amount of that reimbursable CLIN by a sufficient amount to cover the change order.

8. Authorized Changes Only by the Contracting Officer: Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this Order shall constitute a change under the Changes clause of this Order.

The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this Order.

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The Contracting Officer is the only person authorized to approve changes in any of the requirements of this Order and notwithstanding provisions contained elsewhere in this Order, said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the Order price to cover any increase incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Stefani Nick
ADDRESS: 914 Charles Morris Court, SE
Washington Navy Yard, DC 20398
TELEPHONE: (202) 685-5947

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Accounting Data
SLINID  PR Number      Amount
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5000    N000331097N704    ██████████
LLA :
AA ND2A 000 00033 0 000033 2F0000000000000000000000

6000    N000331097N704    ██████████
LLA :
AA ND2A 000 00033 0 000033 2F0000000000000000000000
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BASE Funding ██████████
Cumulative Funding ██████████

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SECTION H SPECIAL CONTRACT REQUIREMENTS

SUBSTITUTION OF KEY PERSONNEL

1. General Provision. The Contractor agrees to assign to this order those persons identified as key personnel whose resumes were submitted with this proposal and who are necessary to fulfill the requirements of this order. No substitutions of key personnel shall be made except in accordance with this clause.
2. Guidance on Substitutions. During the first ninety (90) days of the order performance period no personnel substitutions by the Contractor will be made unless substitutions are necessitated by an individual'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 required by Section 10.3 below. After the initial ninety (90) day period, all proposed substitutions must be submitted, in writing, at least 10 days in advance of the proposed substitutions to the Contracting Officer and provide information required by Section 10.3 below.
3. Request for Substitution. All requests for substitutions must provide 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. All proposed substitutes must have qualifications equal to or higher than the qualifications stated in the PWS. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.
4. Key Personnel Definition. The full time Engineer is defined as key personnel for this order.

CONTRACTOR IDENTIFICATION

1. Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.
2. Contractor personnel and their subcontractors must identify themselves as Contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this Order.
3. Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

TECHNICAL INSTRUCTIONS

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Technical Point of Contact specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

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

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

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(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY FULL TEXT

52.204-9 - PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

52.217-8 OPTION TO EXTEND SERVICES (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 1 day.

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SECTION J LIST OF ATTACHMENTS

Attachment 1 Non-Disclosure Agreements

Attachment 2 Performance Assessment Plan

Attachment 3 DD 254