

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-07-D-5283		2. DELIVERY ORDER NO. EL02		3. EFFECTIVE DATE 2013 Apr 01		4. PURCH REQUEST NO. N000333081N702		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 (Date) 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		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264		
16. TYPE OF ORDER DELIVERY/ CALL <input checked="" type="checkbox"/> PURCHASE			This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract. 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 BY: /s/Stefani Nick			25. TOTAL	\$232,228.00		
27a. QUANTITY IN COLUMN 20 HAS BEEN				26. DIFFERENCES			04/01/2013 CONTRACTING/ORDERING OFFICER			
<input type="checkbox"/> INSPECTED	<input type="checkbox"/> 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		35. BILL OF LADING NO.		
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		31. PAYMENT PARTIAL		34. CHECK NUMBER		35. BILL OF LADING NO.		
				31. PAYMENT FULL						
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		
								42. S/R VOUCHER NO.		

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 Price - Base Period (WCF)	1.0	EA	\$ [REDACTED]	\$ [REDACTED]
5001	Labor Price - Optional Task (WCF) Option	1.0	LO	\$ [REDACTED]	\$ [REDACTED]
5002	Reimbursable Travel - Base Period (WCF)	1.0	EA	\$ [REDACTED]	\$ [REDACTED]
5003	Reimbursable Travel - Optional Task (WCF) Option	1.0	LO	\$ [REDACTED]	\$ [REDACTED]

Travel

The Government estimate for travel is \$ [REDACTED]. This amount will be funded via a Not To Exceed (NTE) Contract Line Item Number (CLIN) on the Order resultant from this RFQ. 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

Performance Work Statement

Title: LCC 20 USS MOUNT WHITNEY Contract Data Requirements List Management and Review

- 1. Background:** The Military Sealift Command (MSC) is responsible for the operation and maintenance of the USS MOUNT WHITNEY (LCC 20). The USS MOUNT WHITNEY (MTW) has been in commission over 40 years and is at the end of her designed service life. The US Navy has decided to extend her service life through 2039. This extension is to be facilitated by major modifications and repairs that are to be coordinated by the Extended Service Life Program (ESLP). The ESLP is a multi-year, \$100M+ effort consisting of five shipyard maintenance availabilities between FY2014 and FY2019. In support of ELSP objectives MSC recently awarded a Contract to replace and upgrade major portions of the vessel's power generation, distribution and control systems to General Electric Energy Power Conversion (GE). This Contract and associated options, designated the Assured Power Modifications, requires the Contractor to develop the necessary system designs, procure numerous major system components and oversee the system installation.
- 2. Scope:** In support of the MTW Assured Power Modifications, this Contract will provide non-personal services to the Engineering Directorate of Military Sealift Command (MSC) to assist in the review and tracking of numerous Contract Data Requirements List (CDRL) deliverables submitted by GE for MSC review. Services in the areas of marine engineering, naval architecture, electrical and electronics engineering, project management and administrative support will be required.

 - 2.1. Objective.** The purpose of this Contract is to obtain services to support MSC in the technical and administrative management of CDRL deliverables submitted under the Assured Power Modification Contract.
 - 2.2. Non-Personal Services.** Non-personal services shall be provided under this Contract. Personnel rendering the services are not subject; either by the Contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.
- 3. Support Services Requirements:** The Contractor shall provide project management, engineering, and administrative support services to assist the Government in managing over two-hundred (200) deliverables required under the Assured Power Modifications Contract. The Contractor will be required to receive, track, review and coordinate MSC's response to deliverables submitted by GE. Deliverables will include project schedules, Regulatory Body correspondence, monthly reports, equipment purchase specifications, engineering drawings, shipyard work items, shipyard cost estimates, material lists, engineering calculations, equipment cut sheets, test procedures and reports. Attachment 1, CDRL Review Matrix, of this PWS contains a full listing of CDRL deliverables. The general disciplines in which the Contractor's might be tasked to perform are listed below.

 - 3.1. Marine and Mechanical Engineering**
 - 3.2. Electrical and Electronic Engineering**
 - 3.3. Naval Architecture**

The Contractor shall be required to provide expertise within the following areas:

- a) Drawing, Specification and Calculation Reviews
- b) Fluid systems analysis
- c) Auxiliary systems analysis
- d) HVAC system analysis

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- e) Control and instrumentation systems analysis
- f) Machinery arrangements
- g) Vibration analysis
- h) Fire protection & extinguishing system analysis
- i) Power generating systems analysis
- j) Power distribution system analysis
- k) Automation and control systems (electrical & electronic)
- l) Monitoring systems
- m) Load & fault current analysis
- n) Lighting
- o) Structural design and analysis
- p) Weight and moment reports and calculation reviews
- q) Stability calculations review
- r) Intact and damage stability (including inclining experiments and stability operating instructions) analysis
- s) Arrangements (hull and deck) review

3.4. Project Management: The Contractor shall provide project management services to track the receipt, review, and response to deliverables covered under the scope of this Contract. The Contractor will be required to provide project management services within the following areas:

- a) Establishment of a CDRL Deliverable Project Management Plan to ensure each CDRL is handled in accordance with the requirements of the Assured Power Modification Contract (N00033-13-C-7500).
- b) Monthly CDRL Deliverable Status Reports (including CDRL deliverables received, under review, responded to and scheduled for receipt in the following month)
- c) Weekly CDRL Contractor Review Plans (plans should include CDRL deliverables to be reviewed by Contractor and MSC and items to be submitted to GE)
- d) Monthly CDRL Contractor Status Reports including labor hours used & remaining by category

4. CDRL Deliverable Management Requirements:

- 4.1. Kick-Off Meeting:** The Contractor shall conduct a kick-off meeting with MSC. The kick-off meeting shall be held at MSC-DC or a location within the Washington, DC metropolitan area. The Contractor shall contact the Technical Point of Contact (TPOC) and arrange the date and place of the meeting. All key personnel are required to attend the kick-off meeting in person. The Contractor shall have prepared for the kick-off meeting a draft CDRL Deliverable Project Management Plan.
- 4.2. Kick-Off Meeting Minutes:** The Contractor shall create a set of meeting minutes, to be signed by the TPOC and the Contractor, reflecting all matters discussed during the kick-off meeting.
- 4.3. Project Data Exchange Hosting:** The Contractor shall be responsible for establishing and maintaining a project specific web site for exchanging CDRL deliverables with MSC. The website shall be International Traffic in Arms Regulations (ITAR) compliant and the Contractor shall be responsible for validating the U.S. citizenship of all users. The Contractor shall assume MSC will require a total of fifteen (15) user accounts including MSC and designated MSC support Contractor personnel. The Contractor shall limit internal employee website access to only those Contractor personnel directly supporting this Contract. If requested, the Contractor shall provide a listing of all personnel with access to the website.
- 4.4. Standards:** MSC maintains ships to United States Coast Guard (USCG) and American Bureau of Shipping (ABS) Steel Vessel Rules. While the MTW is not currently Classed, it is the intent of MSC that, to the extent possible, the Assured Power Modification designs and alterations will meet the standards set forth by ABS for eventual Classification. In addition, any design work and alterations shall meet the requirements set forth in the Reference Documents listed in Paragraph 8 in Section G. Due to the original

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Navy design of the MTW along with her unique Mission requirements, it will not be possible for all Assured Power modifications to meet all current standards. In these situations the Contractor is only required to note the discrepancy during the course of their review process. In the event of a conflict between specification requirements the following order of precedence shall be invoked:

- a) The Assured Power Contract (N00033-13-C-7500)
- b) ABS Steel Vessel Rules (2012)
- c) IEEE STD-45
- d) USCG Regulations
- e) MSC General Technical Requirements (GTRs)

4.5. Deliverable Review Templates: The Contractor shall develop standardized project specific compliance templates to coordinate the review of CDRL deliverables. The templates shall validate deliverable compliance with the requirements of the Assured Power Contract. Where conflicts or discrepancies with the compliance of the CDRL deliverables exist, the templates shall note the applicable Paragraph of the drawing, work item, calculation etc., a short description of the conflict/discrepancy and a reference to the applicable Standards listed in Paragraph 8 in Section G. At a minimum, the Contractor shall develop templates for the following deliverable types:

- a) Drawings
- b) Purchase Specifications
- c) Work Items
- d) Cost Estimates
- e) Calculations (Electrical, Mechanical, Structural, Trim & Stability, etc.)
- f) Technical Manuals
- g) Test Procedures and Reports

4.6. CDRL Deliverable Reviews: In accordance with the requirements of this PWS, the Contractor shall review the CDRL deliverables listed in Attachment 1, MTW CDRL Review Matrix, and provide a response to MSC in accordance with the Deliverable Review requirements of Paragraph 4.5.

- a) The total number of hours of direct labor (including overtime and subcontract hours, but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this Contract is as set forth in Attachment 1, MTW CDRL Review Matrix.
- b) With the exception of CDRLs A004 through A007, B013 and B015, the Contractor shall assume each deliverable will require two (2) review cycles. The total hours included in Paragraph (a) above includes an allowance for both review cycles.

4.7. Deliverable Formats: The Contractor shall be able to accept, review, and respond to deliverables submitted in the following formats:

- a) AutoCAD 2008 or later
- b) Microsoft Word 2007
- c) Microsoft Excel 2007
- d) Microsoft PowerPoint 2007
- e) Microsoft Access 2007
- f) Adobe PDF

5. Deliverables: The total number of deliverables under this Contract will vary with the accuracy and completeness of the CDRL deliverable submittals from GE to MSC. At a minimum, the Contractor shall assume the following:

5.1. Kick-Off Meeting Minutes: The Contractor shall provide a copy of minutes from the Kick-Off Meeting as required in Paragraph 4.1. (Microsoft Word/PDF)

- 5.2. CDRL Deliverable Project Management Plan:** The Contractor shall submit a CDRL Deliverable Project Management Plan as in Paragraph 3.4 (a) to document the review process and procedures. At a minimum, this plan shall be updated monthly to reflect updates in the review process.
- 5.3. CDRL Deliverable Status Reports:** CDRL Deliverable Status Reports shall be submitted monthly in accordance with Paragraph 3.4.
- 5.4. Weekly CDRL Contractor Review Plans:** CDRL Contractor Review Plans shall be submitted weekly in accordance with Paragraph 3.4.
- 5.5. Monthly CDRL Contractor Status Reports:** CDRL Contractor Status Reports shall be submitted monthly in accordance with Paragraph 3.4.
- 5.6. CDRL Deliverable Reviews:** Each item listed in Attachment 1, MTW CDRL Review Matrix, shall have a response in accordance with Paragraph 4.6.

6. Delivery Schedule: (All days listed are business days)

Event/Deliverable	Due Date
Kick-Off Meeting	5 days after Contract Award
CDRL Deliverable Project Management Plan	Draft version due at Kick-off Meeting. Updates required at the end of every month thereafter
CDRL Deliverable Status Reports	15 days after Contract Award and at the end of every month thereafter
Weekly CDRL Contractor Review Plans	10 days after Contract Award and at the beginning of every week thereafter
Monthly CDRL Contractor Status Reports	The last business day of the month following Contract Award
CDRL Deliverable Reviews – Tier 1 ^{a*}	7 Days after receipt from MSC
CDRL Deliverable Reviews – Tier 2 ^{b*}	15 Days after receipt from MSC
CDRL Deliverables – Tier 3 ^{c*}	20 Days after receipt from MSC or per agreement with the TPOC

***Notes:**

a) Tier 1 Deliverables are defined as ten (10) or fewer line items from Attachment 1, MTW CDRL Review Matrix. Subsequent Tier 1 Deliverables must be staggered by five (5) business days unless agreed upon by the Contractor and the TPOC. Subsequent Tier 2 and 3 Deliverables must be staggered by 10 business days unless agreed upon by Contractor and the TPOC.

b) Tier 2 Deliverables are defined as 20 or fewer line items from Attachment 1, MTW CDRL Review Matrix. Subsequent deliverables of any Tier must be staggered by 10 business days unless agreed upon by the Contractor and the TPOC.

c) Tier 3 Deliverables are defined as 21 or more line items from Attachment 1, MTW CDRL Review Matrix. Subsequent deliverables of any Tier must be staggered by 12 business days unless agreed upon by the Contractor and the TPOC.

7. Meetings: The Contractor may be required to host CDRL review meetings for up to fifteen (15) total Government and GE personnel at their facility which must be within a 30 mile radius of the Washington Navy Yard, DC. There will be a maximum of twenty (20) meetings per performance period.

8. Identification of Non-Disclosure Requirements: 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

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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 Contract must be initiated prior to the start of the Contract. The agreement must be signed by any personnel who have access to sensitive business information and their employer. The required non-disclosure agreements are included as Attachment 3.

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SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked in accordance with 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 if Contract listed in Section G.

SECTION F DELIVERABLES OR PERFORMANCE

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

5000	4/1/2013 - 12/31/2013
5002	4/1/2013 - 12/31/2013

CLIN - DELIVERIES OR PERFORMANCE

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

5000	04/01/2013-03/31/2014
5001	10/01/2013-09/30/2014
5002	04/01/2013-03/31/2014
5003	10/01/2013-09/30/2014

	CLIN		Period of Performance
Base	5000	Labor	04/01/2013-03/31/2014
Optional Task	5001	Labor	10/01/2013-09/30/2014
Base	5002	Travel	04/01/2013-03/31/2014
Optional Task	5003	Travel	10/01/2013-09/30/2014

Period of Performance: The period of performance will begin 04/01/2013 and end 03/31/2014 and covers all tasks under CLIN 5000, CDRL A, outlined in Attachment 1. Optional task, if deemed necessary, will be exercised prior to the end of base period performance and covers all tasks under CLIN 5001, CDRL B, outlined in Attachment 1. The Government is entitled to require concurrent performance of the base period task and optional task.

Place of Performance: Work shall be performed at the Contractor's facility and at multiple Government facilities in the continental United States.

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SECTION G CONTRACT ADMINISTRATION DATA

1. Invoice Schedule/Instructions:

The Contractor shall submit an invoice upon acceptance of the final deliverables by the Government, unless an alternate schedule is proposed by the Contractor and accepted by the Government. The invoice shall be submitted in accordance with the attached MSC Wide Area Workflow (WAWF) instructions.

2. 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

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

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

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

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

(c) WAWF access. To access WAWF, the Contractor shall--

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

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

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through

WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

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

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

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

Invoice

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N/A

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

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

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Pay Official DoDAAC	N00033
Issue By DoDAAC	N00033
Admin DoDAAC	N00033
Inspect By DoDAAC	N00033
Ship To Code	N62387
Ship From Code	Leave Blank
Mark For Code	Leave Blank
Service Approver (DoDAAC)	Leave Blank
Service Acceptor (DoDAAC)	Leave Blank
Accept at Other DoDAAC	Leave Blank
LPO DoDAAC	Leave Blank
DCAA Auditor DoDAAC	Leave Blank
Other DoDAAC(s)	Leave Blank

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

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

seamus.p.hunt@navy.mil

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

MSCHQ_WAWF@navy.mil

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

(End of clause)

3. MSC SPECIFIC WIDE AREA WORKFLOW (WAWF) INSTRUCTIONS (AUG 2012)

The information contained in this instruction is supplemental to DFARS 252.232-7006.

The information contained in the table in DFARS 252.232-7006 is for WAWF purposes only. Information included in DFARS 252.232-7006 and this WAWF instruction apply only to WAWF Invoicing and WAWF Receiving Reports. Contradictory information elsewhere in this contract, e.g. Ship to DoDAAC, shall be followed per the terms and conditions of the contract.

When entering the invoice into WAWF, the Contractor shall fill in the DoDAAC fields or DoDAAC extensions exactly as shown in the table in DFARS 252.232-7006. Fields that should not be filled in when entering the invoice

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into WAWF will be indicated with the direction, "Leave Blank."

In some situations the WAWF system will pre-populate the "Pay DoDAAC," "Admin By DoDAAC" and "Issue By DoDAAC." The Contractor shall verify that those DoDAACs automatically entered by the WAWF system match the information in the table in DFARS 252.232-7006. If these DoDAACs do not match, then the Contractor shall correct the field(s).

If Receiving Reports are required, ensure that the "Inspection" and "Acceptance" defaults of "destination" for both fields are not changed in the WAWF online interface.

The CLINs on the WAWF invoice shall be entered exactly as set forth in the contract document including CLIN number (e.g. 0001), Quantity (may be adjusted for actual quantity or dollar value delivered and invoiced), and Unit Price (e.g. \$1.00). The dollar amounts on each CLIN or SubCLIN on the WAWF invoice shall reflect final performance values, but in no instance can the dollar amount for each CLIN or SubCLIN exceed what is specified in 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 Technical Point of Contact's (TPOC) or Contracting Officer's Representative's (COR) 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)

4. Designation of Contracting Officer's Representative (TPOC).

The Contracting Officer has designated the person named below as the authorized TPOC for this Contract:

NAME: Seamus Hunt
CODE: N72
ADDRESS: 914 Charles Morris Ct. SE
Washington Navy Yard, 20398-5540
PHONE: 202-685-5237
EMAIL: seamus.p.hunt@navy.mil

The TPOC is a representative of the Contracting Officer and is responsible for the following:

- a) Providing technical direction.
- b) Final inspection and acceptance of all deliverables under the Contract.

5. **Contract Type:** This will be a firm-fixed-price Contract with reimbursable costs for actual travel.

6. Reimbursement of Travel.

6.1. Contractor Request and Approval of Travel. Any travel under this Contract must be specifically requested in writing by the Contractor and approved by the TPOC, prior to incurring any travel expense. The Contractor shall submit the written request to the TPOC three weeks in advance, when possible. The travel request shall include as a minimum, the following:

- Contract number
- Date, time, and place of proposed travel
- Purpose of travel and how it relates to the contract

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- Contractor's estimated cost of travel with a breakdown of the estimated costs of transportation, lodging, meals, and incidentals; and
- Name(s) of individual(s) traveling.

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

- 6.2. 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.
- 6.3 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 offered 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.
- 6.4 Each task order that requires travel will include 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 each travel CLIN, the Contractor shall notify the Contracting Officer and the TPOC 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 task order with a reimbursable travel CLIN.
- 6.5 The Government is not obligated to reimburse the Contractor for otherwise reimbursable travel in excess of the funded amount stated in the task order with the reimbursable travel CLIN.
- 6.6 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 in the task order with the reimbursable travel CLIN unless the Contracting Officer notifies the Contractor in writing that the funded amount stated in the task order 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.
- 6.7 No notice, communication, or representation from any person other than the Contracting Officer shall affect the Government's obligation to reimburse the Contractor.
- 6.8 Change orders shall not be considered an authorization to exceed the funded amount stated in the task order 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.

7. Authorized Changes Only by the Contracting Officer.

7.1 Except as specified in Paragraph 7.3 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 Contract shall constitute a change under the Changes clause of this Contract.

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7.2 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 Contract.

7.3 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this Contract and notwithstanding provisions contained elsewhere in this Contract, 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 Contract 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) 685-5962

8. Reference Documents and Standards:

- 8.1. American Bureau of Shipping, Rules for Building and Classing Steel Vessels (2012)
- 8.2. Title 46, Subchapter F, Code of Federal Regulations
- 8.3. Title 46, Subchapter J, Code of Federal Regulations
- 8.4. MSC General Technical Requirements (GTR's) Drawing No. 7081122, Rev –
- 8.5. MSC Drawing Standard 803-7080803 - Preparation of Computer Aided Designed (CAD) Drawings
- 8.6. MSC drawing 7081124, Work Item Prep Guide
- 8.7. IEEE –STD-45, Recommended Practice for Electrical Installations on Shipboard
- 8.8. UL 891 Switchboards
- 8.9. National Electrical Testing Association (NETA) - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems
- 8.10. ASTM F1166 – 07 Standard Practice for Human Engineering Design for Marine Systems, Equipment and Facilities
- 8.11. ASTM F683, Standard Practice for Selection and Application of Thermal Insulation for Piping and Machinery
- 8.12. IMO Resolution MSC.307(88); International Code for Application of Fire Test Procedures, 2010 (2010 FTP Code)
- 8.13. ASTM F1155 -10 Standard Practice for Selection and Application of Piping System Materials
- 8.14. COMSC DWG 5985377, Preparation of Trim and Stability Booklets for USNS Ships
- 8.15. Engineering Process Instruction (EPI) N721-9096-001, Weight and Stability Control
- 8.16. MSC Standard Drawing 803-7079667 – Preparation of Selected Record Drawings (SRDs) for Government Owned Ships

Accounting Data

SLINID	PR Number	Amount
5000	N000333081N702	██████████
LLA :		
AA 97 X 4930 ND2A 000 00033 0 000033 2F000000000000000000		
5002	N000333081N702	\$██████████
LLA :		
AA 97 X 4930 ND2A 000 00033 0 000033 2F000000000000000000		

BASE Funding ██████████
Cumulative Funding ██████████

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SECTION H SPECIAL CONTRACT REQUIREMENTS

1. Personnel

1.1. Key Personnel. The personnel included in this PWS Paragraph are designated as Key Personnel for this Contract. The Contractor shall identify these personnel in their technical proposal. At a minimum, the Project Manager and Key Senior Electrical and Mechanical Engineers(s) shall be located in the Contractor's Washington, DC office described in Paragraph 7 in Section C of the RFQ. The remainder of the Key Personnel may be remotely located but the Government will not reimburse the Contractor for travel related expenses for these personnel to/from the Washington, DC Office.

a) Project Manager:

Experience: The Project Manager shall have a minimum of 15 years experience in shipboard and/or naval-related shore side engineering and a minimum of 5 years Project Management experience. The Project Manager shall have a thorough understanding of shipboard engineering systems. The Project Manager shall have demonstrated experience in defining, establishing and monitoring project goals, acceptance criteria and schedules for end-to-end performance.

Certification/Degree: The Project Manager shall have at a minimum a Bachelor of Science degree in marine, mechanical, or electrical engineering or naval architecture or an equivalent field acceptable to the Government. Personnel meeting the above criteria and possessing a Project Management Professional (PMP) Certification from the Project Management Institute will receive a higher rating.

b) Senior Electrical Engineer:

Experience: Demonstrated ability to manage a project, or major task thereof, or to provide expert technical input to a program with a minimum of 10 years experience.

Certification/Degree: The Senior Electrical Engineer shall have at a minimum a Bachelor of Science degree in Electrical Engineering or an equivalent field acceptable to the Government.

c) Senior Controls Engineer:

Experience: Demonstrated ability to manage a project, or major task thereof, or to provide expert technical input to a program with a minimum of 10 years experience. The Senior Controls Engineer shall have a minimum of 10 years experience with the design, operation and maintenance of Programmable Logic Controller (PLC) based equipment and power management control systems.

Certification/Degree: The Senior Controls Engineer shall have at a minimum a Bachelor of Science degree in Electrical or Electronics Engineering or an equivalent field acceptable to the Government.

d) Senior Mechanical Engineer:

Experience: Demonstrated ability to manage a project, or major task thereof, or to provide expert technical input to a program with a minimum of 10 years experience.

Certification/Degree: The Senior Mechanical Engineer shall have at a minimum a Bachelor of Science degree in Marine or Mechanical Engineering or an equivalent field acceptable to the Government.

e) Senior Naval Architect:

Experience: Demonstrated ability to manage a project, or major task thereof, or to provide expert technical input to a program with a minimum of 10 years experience.

Certification/Degree: The Senior Naval Architect shall have at a minimum a Bachelor of Science degree in Naval Architecture, Ocean Engineering or an equivalent field acceptable to the Government.

1.2. General Provision. The Contractor agrees to assign to this Contract the persons whose resumes are submitted with its proposal and who have been identified in the Contractor's proposal as key personnel. No substitutions shall be made except in accordance with this clause. The following positions/individuals are considered as Key Personnel:

<u>Position</u>	<u>Employee</u>
Project Manager	[REDACTED]
Senior Electrical Engineer	[REDACTED]
Senior Controls Engineer	[REDACTED]
Senior Mechanical Engineer	[REDACTED]
Senior Naval Architect	[REDACTED]

THE OFFEROR CAN ELECT TO PROVIDE ADDITIONAL POSITIONS/PERSONNEL AS KEY. THESE WILL BE IDENTIFIED AT AWARD.

1.3. Guidance on Substitutions. The Contractor agrees that during the first ninety (90) days of the Contract performance period, no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting officer and provide the information required below. After the initial ninety (90) day period, all substitution proposals must be submitted, in writing, at least ten (10) days in advance of the proposed substitution to the Contracting Officer, and provide information required below.

1.4. Requests for Substitution. All requests for substitutions must provide detailed explanations of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer needed by him/her to approve or disapprove the proposed substitution. All proposed substitutes must have qualifications that are at least the equivalent of the qualifications of the person to be replaced. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

2. Contractor Identification:

- 2.1. Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges. The Contractor is responsible for providing its own identification badges.
- 2.2 Contractor personnel and their subcontractors must identify themselves as Contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this Contract.
- 2.3. 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.

3. Security Requirements:

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

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3.2. All personnel performing work under this Contract shall be United States citizens.

4. Data Rights:

4.1. 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.

4.2. 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.

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SECTION I CONTRACT CLAUSES

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 60 days 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

1. CDRL Review Matrix
2. Performance Assessment Plan (PAP)
3. Non-Disclosure Agreement