

**ORDER FOR SUPPLIES OR SERVICES (FINAL)**

|   |                                   |   |  |  |                                  |  |   |  |   |                      |  |
|---|-----------------------------------|---|--|--|----------------------------------|--|---|--|---|----------------------|--|
| 1. CONTRACT NO.<br>N00178-05-D-4432   |                                   |   |  | 2. DELIVERY ORDER NO.<br>KR01  |                                  | 3. EFFECTIVE DATE<br>2009 Mar 17                   |   | 4. PURCH REQUEST NO.<br>N44255-09-NR-55181 |   | 5. PRIORITY<br>DO-A2 |  |
| 6. ISSUED BY<br>NAVFAC NORTHWEST<br>19917 7th Avenue NE<br>Poulsbo WA 98370-7570  |                                   |   | CODE<br>N44255   | 7. ADMINISTERED BY<br>DCMA Texas<br>600 North Pearl Street, Suite 1630<br>Dallas WA 75201-2843                     |                                  |  |   | CODE<br>S4404A                             | 8. DELIVERY FOB<br>DESTINATION<br>OTHER<br><i>(See Schedule if other)</i>   |                      |  |
| 9. CONTRACTOR<br>Long Wave Incorporated<br>115 E. California Ave., Ste.400<br>Oklahoma City OK 73104-2425   |                                   |   | CODE<br>INYP1  | FACILITY<br>009471967  |                                  | 10. DELIVER TO FOB POINT BY (Date)<br>See Schedule |   |  | 11. X IF BUSINESS IS<br><input checked="" type="checkbox"/> SMALL<br><input type="checkbox"/> SMALL DISADVANTAGED<br><input type="checkbox"/> WOMEN-OWNED |                      |  |
| 12. DISCOUNT TERMS<br>Net 30 Days<br>WIDE AREA WORK FLOW  |                                   |   | 13. MAIL INVOICES TO THE ADDRESS IN BLOCK<br>See Section G   |  |                                  |  |   |  |   |                      |  |
| 14. SHIP TO<br>See Section D  |                                   |   | CODE   | 15. PAYMENT WILL BE MADE BY<br>DFAS Columbus Center, West Entitlement<br>P.O. Box 182381<br>Columbus OH 43218-2381 |                                  |  |   | CODE<br>HQ0339                             | 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.<br>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. |  |                                  |  |   |  |   |                      |  |
| Long Wave Incorporated  |                                   |   | Jennifer L. Johnson<br>Chief Financial Offi  |  |                                  |  |   |  |   |                      |  |
| NAME OF CONTRACTOR  |                                   |   | SIGNATURE  |  |                                  | TYPED NAME AND TITLE                               |   |  | DATE SIGNED (YYYYMMDD)  |                      |  |
| If this box is marked, supplier must sign Acceptance and return the following number of copies:   |                                   |   |  |  |                                  |  |   |  |   |                      |  |
| 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE<br>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                                  |   | \$59,956.17          |  |
|   |                                   |   |  | BY: /s/Stephanie K Higgins   |                                  |  |   | 03/17/2009<br>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  |  | 35. BILL OF LADING NO.  |                      |  |
| a. DATE   |                                   | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER            |  |  | 31. PAYMENT PARTIAL              |  | 31. PAYMENT FULL  |  |   |                      |  |
| 37. RECEIVED AT   |                                   | 38. RECEIVED BY (Print)                                 |  | 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 | Base Period in accordance with the SOW. (OTHER)            | 1.0 Lot | \$59,956.17 | \$59,956.17 |
| 5001 | Option Period 1 in accordance with the SOW. (OTHER) Option | 1.0 Lot | \$62,354.41 | \$62,354.41 |
| 5002 | Option Period 2 in accordance with the SOW. (OTHER) Option | 1.0 Lot | \$64,848.59 | \$64,848.59 |

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### SECTION C DESCRIPTIONS AND SPECIFICATIONS

#### Statement of Work

#### Scheduling Services in Support of Multiple Projects

#### NAVFAC NW Capital Improvements

#### Silverdale, Washington

January 7, 2009

The Capital Improvement Business Line (CI BL) has overall responsibility for executing Capital Improvement projects in the planning, design, and construction phases for Navy projects within the Naval Facilities Engineering Command Northwest (NAVFAC NW) area of responsibility (AOR) (Washington, Oregon, Idaho, Montana, Wyoming, and Alaska). Related efforts include development of project schedules, analysis of contractor schedules, analysis of impact to schedules for construction modifications and claims, using the Primavera suite of scheduling programs.

### 2 OBJECTIVE

The objective of this Statement of Work (SOW) is to provide professional schedule services in support of programmed or ongoing construction projects as described in this Statement of Work (SOW).

### 3 SCOPE OF WORK

The Contractor is required to assist NAVFAC NW construction and design teams with all manners of support with respect to project scheduling as described in the basic contract to assist the overall management of a multi-year, multi-million dollar Capital Improvement program.

Role of the Contractor: The Contractor shall provide resources for technical scheduling support for projects within the NAVFAC NW AOR. Support includes development of schedules for design and construction of projects, analysis of already developed schedules, compare new schedules against those previously submitted by contractors using Primavera "Claim Digger" analysis software, provide time/impact analysis for construction changes, provide written analysis of monthly contractor narrative reports, etc. Upon completion of analysis, a written report and/or brief will be required.

The scheduler is desired on a **½ time basis, 90 hours per month**. Much of the work accomplished by the scheduler will be accomplished in the contractor's office. The scheduler will be required to participate in meetings at the NAVFAC NW offices five times in a given month. For meetings attended, the scheduler will be required to provide minutes of the discussions involving scheduling impacts. The meetings may be attended by contractors, regulatory agency representatives, customer personnel, and senior management, and other Government personnel.

Locations Supported: Potential supported sites within the NAVFAC NW AOR as described above with the preponderance of program in Bremerton and Silverdale, Washington.

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#### **4 SPECIFIC TASKS**

The Contractor shall be directly responsible for ensuring the accuracy, timeliness and completion of all tasks under this effort. The Contractor shall be responsible for providing technically qualified personnel to perform the work specified in this SOW.

The Contractor shall provide oversight and administration of all Contractor staff. This includes addressing all Community Management, Human Resource needs, planning and coordinating leave, and conducting employee reviews and appraisals.

The Government reserves the right, during the life of this contract, to request work histories on any Contractor employee for the purposes of verifying compliance with the minimum requirements of this SOW. In the event that the Government finds a Contractor employee to be incompetent or objectionable, the Contractor will provide a new employee meeting the qualification requirements cited herein. The Contractor shall provide a qualified individual within 15 calendar days after notification.

#### **5 OTHER PERFORMANCE REQUIREMENTS**

##### **5.1 Training & Minimum Qualifications**

Professional certifications that have a requirement for continuous learning shall be met and maintained at the Contractor's expense. Government may provide other training as deemed appropriate.

Scheduler is desired to possess an Engineering background. In addition, a minimum of three years experience with electronic scheduling preparation and analysis is required. The scheduler must demonstrate in their resume and possible interview to possess a minimum of three (3) years experience directly related to the types of work described in paragraph 3 SCOPE OF WORK.

##### **5.2 Technical Capability**

Within five (**5**) days of award, the Contractor shall provide and present to the government, the plan used by the contractor to provide the required scheduling personnel, including managing personnel performance through out the contract. Discussion shall include the process the Contractor will use to manage acceptable performance of the scheduler, including communication plan, employee recognition awards program plan, termination and replacement plan.

##### **5.3 Orientation Briefing**

Within ten (**10**) days of award, the Contractor shall conduct an orientation briefing for the Government. The intent of the briefing is to initiate the communication process between the Government and Contractor by introducing key task participants and explaining their roles, reviewing communication ground rules, and assuring a common understanding of subtask requirements and objectives.

The Orientation Briefing will be held at NAVFAC NW in Silverdale, Washington or another designated location or by teleconference. The date and time will be mutually agreed upon by both parties. It is anticipated that this briefing will introduce both Contractor and Government personnel performing work under this Task Order. The Government will identify the immediate taskings and the Contractor will confirm their understanding of the work to be accomplished under this SOW.

##### **5.4 Government Review of Minimum Education and Professional Standards. Within fifteen (15) working**

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days of award, the Contractor shall provide all documentation necessary including, but not limited to, resumes and copies of professional licensing of each individual proposed for the contractor labor support. The Government will review to verify compliance with the minimum standards cited in this SOW. The Government may request interviews of potential contractor labor support.

### 5.5 Security Requirements

Unless otherwise determined by NAVFAC NW, work under this task order is unclassified. However many of the contemplated tasks will be accomplished for projects requiring that only US citizens are provided access to documentation. (Foreign Nationals will not be allowed to work on this contract.)

Trustworthiness Security, see paragraph 5.6, is required. The Contractor shall comply with all applicable Department of Defense (DoD) security regulations and procedures during the performance of this task order. Contractor shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, and government personnel work products, which are obtained or generated in the performance of this task order. The Contractor must pass a background investigation if required.

Within ten (10) days after Contract award, the Contractor shall provide a list identifying the Contractor staff including FIRST NAME, LAST NAME, MIDDLE INITIAL, NICKNAME, COUNTRY OF CITIZENSHIP, and JOB TITLE. This information will be used for issuing and obtaining Common Access Cards (CAC).

### 5.6 Trustworthiness Security:

Purpose: Reference is hereby made to Navy awarded contracts requiring Contractor access to Navy information systems, sensitive unclassified information or areas critical to the operations of the Command. Although this contract is not classified and therefore Contractor employees are not required to have obtained a National Agency Check (NAC) trustworthiness determination, the Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. A Contractor whose work involves access to sensitive unclassified information warrants a judgment of an employee's trustworthiness. Therefore, all personnel accessing DON computer systems must pass a National Agency Check to verify their trustworthiness and the Contractor shall provide acceptable substitute(s) for those personnel that are rejected. Also, the Command will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the Contractor employees. The following addresses those requirements for Trustworthiness Security.

"Each Contractor employee will have a favorably completed National Agency Check (NAC). If Contractor personnel currently have a favorably adjudicated NAC the Contractor will notify the Security Manager of the command they will visit utilizing OPNAV 5521127 Visit Request form. The visit request will be renewed annually or for the duration of the contract if less than one year. If no previous investigation exists the Contractor personnel will complete the requirement for a Trustworthiness NAC. The Trustworthiness NAC is processed through the Command Security Manager. The Contractor shall provide the completed SF-85P and two applicant fingerprint cards (FD 258). The Security Manager will review the form for completeness, accuracy and suitability issues. The completed SF 85P along with attachments will be forwarded to (OPM) who will conduct the NAC.

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the trustworthiness determination. The Command will provide written notification to the Contractor advising whether or not the Contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information.

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Trustworthiness determinations are the sole prerogative of the Commanding Officer of the sponsor activity. If the Commanding Officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The Contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure."

#### 5.7 Contractor Interfaces

The Contractor and/or its sub-contractors may be required as part of the performance of this effort to work with other Contractors working for the Government. Such other Contractors shall not direct this Contractor or this Contractor's sub-contractors in any manner. Also, this Contractor and/or its sub-contractors shall not direct the work of such other Contractors in any manner.

#### 5.8 Non-Personal Service Statement

Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the Contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the statement of work. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any Contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

#### 5.9 Disclosure of Information

Information made available to the Contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the NAVAC NW Administering Contracting Officer (NAVFAC NW ACO).

The Contractor agrees to assume responsibility for protecting the confidentiality of Government records and other records disclosed or made available to the Contractor in connection with the performance of this contract, which is not public information. The Contractor and its employees are responsible to safe guard all such records including, but not limited to, Government records and contractor records furnished by the Government. Each Contractor or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

The Contractor shall be required to complete a non-disclosure agreement prior to task beginning.

#### 5.10 Access to Proprietary Data

Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government Contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others. Contractor and/or Contractor personnel including any sub-contractors shall not divulge or release data or information developed or obtained in performance of this effort except to authorized Government

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personnel or upon written approval of the NAVFAC NW ACO. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner which provides greater rights to the Contractor.

#### 5.11 Organizational Conflicts of Interest

The Contractor acknowledges that it is familiar with FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, and agrees to avoid, neutralize or mitigate such conflicts of interest in accordance with the principles set forth in the FAR. If performance of any SOW requires the Contractor (to include sub-contractors) to supply technical support related to systems or projects with which the Contractor is already directly concerned, either by prime or subcontract, the Contractor shall so immediately inform the NAVFAC NW ACO. The SOW may be withdrawn if a conflict is found. The Contractor shall not undertake performance of any SOW that requires it to supply technical support regarding such systems until the notice is given and written consent to proceed is issued by the NAVFAC NW ACO. See NAVFAC clause 5252.209-9300 Organizational Conflicts of Interests (Section I) for additional information.

#### 5.12 Hours of Work

Contract employees' work schedules will be compatible with the Government's operating hours. Typically, operating hours are 7:30 AM to 4:00 PM, Monday through Friday, with the exception of Federal Government holidays. Overtime may be required and shall be authorized in advance only by the NAVFAC NW ACO. Contractor requests for alternate working schedules shall require approval from the NAVFAC NW ACO.

#### 5.13 Productive Direct Labor Hours

The Contractor shall charge the Government only for "Productive Direct Labor Hours". "Productive Direct Labor Hours" are defined as those hours expended by Contractor personnel in performing work under this effort. This does not include sick leave, vacation, Government or Contractor holidays, jury duty, military leave, or any other kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc), Presidential funerals or any other unexpected government closures.

#### 5.14 Government Holidays

The following Government holidays are normally observed by Government personnel: New Years Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation. Government personnel also take other kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc), Presidential funerals, or any other unexpected Government closures.

#### 5.15 Payment for Unauthorized Work

No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of their own volition or at the request of an individual other than the NAVFAC NW ACO. Only the NAVFAC NW ACO is authorized to change the specifications, terms, and conditions under this task order.

#### 5.16 Contractor Personnel

The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel,

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as well as sub-contractor efforts used in performance of this effort. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in the statement of work. Resumes submitted for employees assigned to perform under this statement of work are considered key personnel and shall contain documented experience directly applicable to the functions to be performed. Further, these prior work experiences shall be specific and of sufficient variety and duration that the employee is able to effectively and efficiently perform the functions assigned.

#### 5.16.1 Maintaining Satisfactory Performance

The Contractor's Program Manager shall meet with the NAVFAC NW ACO quarterly to maintain satisfactory performance and to resolve other issues pertaining to Government/Contractor procedures. At these meetings, a mutual effort will be made to resolve and problems identified. Written minutes of these meetings shall be prepared by the Contractor, signed by the Contractor's designated representative, and furnished to the Government within two (2) workdays of the subject meeting.

#### 5.16.2 Program Manager

The Contractor shall provide a Program Manager to facilitate Government-Contractor communications. The Program Manager is considered key personnel and shall be the primary technical and managerial interface between the Contractor and NAVFAC NW ACO. The name of this person, and an alternate or alternates, who shall act for the Contractor when the Program Manager is absent, shall be designated in writing to the NAVFAC NW ACO. The Program Manager or alternate will have full authority to act for the Contractor on all contract matters relating to daily operations. The Program Manager or alternate must be available during normal duty hours, as specified herein and to meet with Government personnel within 25 hours to discuss issues.

The Contractor's Program Manager shall meet with the NAVFAC NW ACO and the NAVFAC NW ACO's Technical Representative as necessary to maintain satisfactory performance and to resolve other issues pertaining to Government/Contractor procedures. At these meetings, a mutual effort will be made to resolve any problems identified. Written minutes of these meetings shall be prepared by the Contractor, signed by the Contractor's designated representative, and furnished to the Government within two (2) workdays of the subject meeting.

#### 5.16.3 Physical Security

The Contractor shall be responsible for safeguarding all government property provided for Contractor use. At the end of normal duty hours and/or after normal duty hours, all government facilities, equipment and materials must be secured.

#### 5.16.4 Key Controls

The Contractor shall establish and implement methods of making sure any keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. The Contractor shall not duplicate any keys issued by the Government. The Contractor shall immediately report to the NAVFAC NW ACO any occurrences of lost or duplicated keys.

In the event keys, other than master keys, are lost or duplicated, the Contractor may be required, upon written direction of the NAVFAC NW ACO, to re-key or replace the affected lock or locks at no cost to the Government. The Government may, however, at its option, replace the affected lock or locks or perform re-keying and deduct the cost of such from the monthly payment due the Contractor. If a master

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key is lost or duplicated, the Government will replace all locks and keys for that system and deduct the total cost of that replacement from the monthly payment due the Contractor.

The Contractor must prohibit the use of keys issued by the Government by any persons other than the Contractor's employees. Opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in performance of work requirements in those areas is prohibited.

#### 5.17 Personal Protective and Safety Equipment

The Government will provide personal protective and safety equipment with the exception of safety shoes. Safety Shoes must be in accordance with the most recent version of the Army Corps of Engineers Safety Manual, EM 385-1-1.

### **6 PLACE(S) OF PERFORMANCE**

It is anticipated that the majority of the Contractor's work will be accomplished at the Contractor's facilities. However, occasionally, services may be provided off-site, on-site, or a combination of, depending on program requirements. If work is to be performed on-site, the Government's facilities are located in Bremerton and Silverdale, WA. Work may also be performed at other Government facilities including but not limited to, other sites within Naval Base Kitsap.

### **7 PERIOD OF PERFORMANCE**

The initial period of performance for this effort is estimated to be 20 February 2009 to 29 February 2010 (depending on date of task order award) and is hereto referred to as the Base Period. This task order includes two (2) option periods, which may be unilaterally exercised by the Government. Each option period shall not exceed one (1) year in duration. See All terms and conditions applicable to the base period shall extend to the option periods unless otherwise agreed upon in writing.

### **8 DELIVERABLES/DELIVERABLE SCHEDULE**

In fulfillment of this effort, the Contractor shall provide the following deliverables. All deliverables shall be submitted to the designated points of contact, unless otherwise agreed upon.

Unless otherwise specified, the Government shall have ten (10) working days from the day the draft deliverable is received to review the document, provide comments back to the Contractor, and approve or disapprove the deliverable(s).

The Contractor shall have five (5) working days from the day comments are received to incorporate all changes and submit the final deliverable to the Government. All days identified below are intended to be workdays unless otherwise specified.

Deliverables shall follow the Contractor's format. Contractor shall provide one copy of the final deliverables on MS-DOS compatible electronic media on CD ROM in a required software format specified by the designated point of contact.

#### 8.1 Communication Plan

The Contractor shall provide a plan outlining the processes to be used by the Contractor to assure effective and timely communication with its employees.

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## 8.2 Monthly Status Report

The Contractor shall document the efforts performed under this SOW in a detailed Monthly Status Report due on or before the 10th of each Month. The status report shall include, at a minimum:

Progress for the period: detailed progress report of findings, activities and accomplishments during the reporting period, and summary of work accomplished during the reporting period and percent complete.

Activities planned for the next reporting period: planned activities, as well as the status of all deliverables, including planned delivery date(s) and actual and/or anticipated delivery date(s).

Problems encountered: identification of any problems, issues or delays and recommendations as to their resolution, and any corrective action that was taken to correct identified problems.

Strategy revisions: recommended changes to include any lessons learned.

The expected date for completion of the task assigned.

The Monthly Status Report shall be provided electronically to the Contracting Officer's Representative.

## 8.3 Final Report

The Contractor shall provide a final report, to the designated point of contact, at the conclusion of this task order. The report will summarize tasks accomplished, turn over of project files, unresolved ongoing projects and issues, objectives achieved, significant issues, problems and recommendations to improve the process in the future.

## 8.4 Deliverable Table

Reference Milestone/Deliverable Responsibility Date

**5.2** Technical Government/Contractor five (5) working days Understanding Capability

after award.

**5.3** Orientation Briefing Government/contractor ten (10) working days after award

**5.4** Government Review of Minimum Education and Professional Standards  
fifteen (15) working days of award

**8.1** Communication Plan Contractor five (5) working days after award

**8.2** Monthly Status Report Contractor NLT 10th of each month.

**8.3** Final Report Contractor thirty (30) calendar days prior to task order completion.

**8.5** Inspection and Acceptance Criteria

Final inspection and acceptance of all work performed, reports and other deliverables will be performed at

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the place of delivery by the designated point of contact. Certification by the Government of satisfactory services provided is contingent upon the Contractor performing in accordance with the terms and conditions of the task order.

## 8.6 General Acceptance Criteria

General quality measures, as set forth below, will be applied to each work product received from the Contractor under this statement of work.

Accuracy -Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.

Clarity -Work Products shall be clear and concise. All diagrams shall be easy to understand and be relevant to the supporting narrative.

Consistency to Requirements -All work products must satisfy the requirements of this statement of work.

File Editing -All text and diagrammatic files shall be editable by the Government.

Format -Work Products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.

Timeliness -Work Products shall be submitted on or before the due date specified in this statement of work or submitted in accordance with a later scheduled date determined by the Government.

## 9 QUALITY ASSURANCE

The designated point of contact will review, for completeness, preliminary or draft documentation that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the designated point of contact will not relieve the Contractor of the responsibility for complying with the requirements of this work statement. Final approval and acceptance of documentation required herein shall be by written approval and acceptance by the designated point of contact. The Contractor shall not construe any letter of acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with this work statement. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

## 10 ADMINISTRATIVE CONSIDERATION

### 10.1 Correspondence

To promote timely and effective administration, correspondence shall be subject to the following procedures:

Technical correspondence (where technical issues relating to compliance with the requirements herein) shall be addressed to the designated point of contact with an information copy to the Task Order Administrator.

All other correspondence (that which proposes or otherwise involves waivers, deviations or modifications to the requirements, terms or conditions of this SOW) shall be addressed to the Task order Administrator with an information copy to the designated point of contact.

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## 10.2 Points of Contact

### 10.2.1 NAVFAC NW ACO:

The NAVFAC NW Administrative Contracting Officer (ACO) is:

**Name:** Stephanie Higgins

**Address:** 1101 Tautog Circle

Silverdale, WA 98315-1101

**Phone:** (360) 396-0248 {Commercial}

(360) 396-0954 {Fax}

**Email:** stephanie.higgins@navy.mil

### 10.2.2 NAVFAC NW ACO Contracting Officer's Representative:

The NAVFAC NW ACO Contracting Officer's Representative is:

**Name:**

To be identified within five (5) days of task order award.

## 11 INVOICING

The Contractor shall bill no more than once monthly. Invoices must include, as a minimum, the following information for each individual:

Contract number

Contractor name and point of contact

Invoice number and date

Time Period Covered

Total value of contract through modification

Percentage of performance complete

Value of completed performance

Total of prior payments

Amount of this invoice

Productive Direct Labor Hours for the current billing period and cumulative to date

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Labor Category(s)

Hourly Rate

A designated point contact will be provided to the Contractor within ten (10) days after award. All payment requests must be submitted electronically through NAVFAC NW. Hardcopy invoices shall not be accepted, unless requested by NAVFAC NW. "Payment request" means any request for contract financing payment or invoice payment by a Contractor. To constitute a proper invoice, the payment request must conform to the requirements identified in FAR 32.905(b), "Payment Documentation and Process" and FAR 52.232-25, "PROMPT PAYMENT (OCT 2003)." To ensure the timely processing of invoices NAVFAC NW uses and automated "workflow" process to route invoices for review, approvals and payment; as required by the "Prompt Payment Act."

Supporting documentation shall be attached to the invoice in the form of an Adobe PDF file. There is a 4MB limitation on file size for these attachments.

## **12 TRAVEL**

All travel shall be in accordance with the Government's Joint Travel Regulation (JTR). All travel shall be approved, by the technical point of contact, prior to commencement of travel. Travel vouchers and supporting documentation must be presented for payment with its invoice for payment. Local travel may be required as a condition of Contractor performance and is not reimbursable.

Limited travel is anticipated. The number of trips is undetermined. The majority of trips will require travel to work sites within the NAVFAC NW area of responsibility. It is expected that Contractor personnel shall be located at or near the Government facility in Silverdale, WA and no per diem or relocation costs will be reimbursed under this task order.

## **13 CENTRAL CONTRACTOR REGISTRATION (CCR) -NEW CONTRACTS**

Not used.

## **14 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE**

Interim and final evaluations of Contractor performance will be prepared on this effort in accordance with FAR Subpart 42.1500. A final performance evaluation will be prepared, by the designated point of contact, at the time of completion of work. In addition to the final evaluation, interim evaluations may be prepared, by the designated point of contact, annually to coincide with the anniversary date of this effort. Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty (30) calendar days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the NAVFAC NW ACO, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

## **15 SECTION 508 COMPLIANCE REQUIREMENTS**

Not applicable.

## **16 GOVERNMENT FURNISHED PROPERTY INFORMATION**

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## 16.1 Government Furnished Information

The Government shall provide introductions to all key Government representatives along with a briefing on their roles and functions in the organization, initial familiarization/orientation of task requirements, and any required hardware and software manuals or other documentation. Published guidance will be provided by the Government as needed, including but not limited to a variety of Federal, Department of Defense, Department of Navy, Naval Facilities Engineering Command, publications, manuals, directives, standards, policies, and procedures.

## 16.2 Government Furnished Facilities, Equipment, Materials, and Services

None.

## **17 CONTRACTOR FURNISHED PROPERTY/INFORMATION**

Upon commencement of this effort, unless otherwise indicated, the Contractor will provide the following:

### 17.1 Contractor Furnished Facilities and Supplies

The Contractor shall furnish work space, furnishings, office supplies, document duplication facilities, telephone service, and computer resources including access to processors, terminals, printers, software, and data. The Contractor shall specify in the proposal any such resources that are not being furnished by the Government that are, in the Contractor's judgment, required to accomplish this task.

### 17.2 Additional Contractor Requirements

Additional Contractor requirements include:

Valid driver's license.

Strong communication skills in the English language, both written and oral.

U.S. citizenship or resident alien.

U.S. Occupational Safety & Health Administration (OSHA) Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) certification and appropriate refresher (if needed).

Ability to perform regular and recurring field inspections, investigations, or surveys in which there is a considerable amount of walking, stooping, bending, and climbing.

Ability to perform work in an office setting, with occasional visits to construction sites. Work involves moderate risks of discomforts that require adherence to safety precautions.

## **18 PERSONNEL REQUIREMENTS**

### 18.1 Key Personnel Definition and Designation

Certain skilled experienced professional and/or technical personnel are essential for accomplishing the work to be performed. These individuals are defined as "Key Personnel" and are those persons whose resumes were submitted and marked by the offer as "Key Personnel". No substitutions shall be made of accepted key personnel except for sudden illness or death, or termination of employment. Substitutions

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shall only be accepted if in compliance with "Substitution of Key Personnel" provision identified below.

### 18.2 Substitution of Key Personnel

All Contractor requests for approval of substitutions hereunder shall be submitted in writing to the NAVFAC NW ACO within fourteen (15) calendar days in advance of the effective date, whenever possible, and shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information requested by the NAVFAC NW ACO necessary to approve or disapprove the proposed substitution. An interview may also be requested. The NAVFAC NW ACO will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing.

### 18.3 Key Personnel Designation

For the purpose of the overall performance of this effort, the Contractor's Program Manager shall be designated as a key person.

The Program Manager shall be the Contractor's authorized point of contact with the NAVFAC NW ACO and the designated point of contact. The Program Manager shall be responsible for formulating and enforcing work standards, assigning schedules, reviewing work discrepancies, and communicating policies, purposes, and goals of the organization to subordinates.

See NAVFAC clause 5252.237-9301 Substitutions of Key Personnel (Section I) for additional information.

## **19 Inspection and Acceptance (Destination)**

### 19.1 Inspection and Acceptance

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the NAVFAC NW ACO's Contracting Representative (COR).

### 19.2 Acceptance

The performance and quality of work delivered by the contractor, including services rendered and by documentation or written material compiled shall be subject to inspection, review, and acceptance by the government.

### 19.3 Government Quality Assurance

In accordance with FAR 52.246-4 "INSPECTION OF SERVICES-FIXED PRICE (AUG 1996)" clause, paragraph (c), each phase of the services rendered under this task order is subject to government inspection during both the contractor's operations and after completion of the tasks. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor.

### 19.4 Performance Evaluation Meetings

The Contractor shall meet with the Government at times designated by the Government and at no cost to the government to discuss overall management of the task order. A mutual effort shall be made to resolve all problems identified. The written minutes of these meetings, prepared by the Government, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state in writing, to the NAVFAC NW ACO any areas of

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disagreement within fifteen (15) calendar days.

**20 DELIVERABLES OR PERFORMANCE ---where is work performance...last paragraph**

20.1 CLIN -DELIVERIES OR PERFORMANCE

As stated in the Schedule.

21 SPECIAL TASK ORDER REQUIREMENTS

21.1 Contractor and Task Order Employee Requirements

Task Order employees shall answer the phone as follows:

NAME/(Name of Contractor) Support Contractor

All Contractor documents shall include the following:

Name/Company Name

Title

Support Contractor for (NAVFAC NW)

Emails shall include the following:

Name/Company Name Title Support Contractor for (NAVFAC NW)

Cubicles shall exhibit the following:

Name Contractor Name/Contractor Support Position Title

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## **SECTION D PACKAGING AND MARKING**

See Statement of Work.

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## **SECTION E INSPECTION AND ACCEPTANCE**

See Statement of Work.

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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

5000 3/17/2009 - 3/16/2010

The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

5001 3/17/2010 - 3/16/2011

5002 3/17/2011 - 3/16/2012

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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## SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager

Accounting Data

| SLINID | PR Number          | Amount   |
|--------|--------------------|----------|
| 5000   | N44255-09-NR-55181 | 59956.17 |

LLA :  
AA 17 09091804 KU2N 0252 62470 8 068732 2D AA000Q AA4GB160TTC0  
Standard Number: N002509WRSIOHG

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

(a) Definition. "Small business concern" as used in this clause, means a concern, including its affiliates, that 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.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

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## **SECTION I CONTRACT CLAUSES**

### **NAVFAC 5252.201-9300 Contracting Officer Authority (JUN 1994)**

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government. (End of clause)

### **NAVFAC 5252.209-9300 Organizational Conflicts of Interest (JUN 1994)**

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract. (End of clause)

### **NAVFAC 5252.237-9301 Substitutions of Key Personnel (JUN 1994)**

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the consent on substitutes. No change in fixed unit prices may occur as a result of key personnel substitution. (End of clause)

### **NAVFAC 5252.242-9300 Government representatives (OCT 1996)**

The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other

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than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

XX The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

XX The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

       The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration. (End of clause)

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**SECTION J LIST OF ATTACHMENTS**