


ORDER FOR SUPPLIES OR SERVICES (FINAL)					PAGE 1 OF 1							
1. CONTRACT NO. N00178-08-D-5393		2. DELIVERY ORDER NO. KR01		3. EFFECTIVE DATE 2009 Mar 24		4. PURCH REQUEST NO. N44255-09-NR-55190		5. PRIORITY DO-A2				
6. ISSUED BY NAVFAC NORTHWEST 19917 7th Avenue NE Poulsbo WA 98370-7570		CODE N44255		7. ADMINISTERED BY DCMA LONG ISLAND 605 STEWART AVENUE GARDEN CITY NY 11530-4761		CODE S3309A		8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)				
9. CONTRACTOR DasNet Corporation 20 Orville Drive Bohemia NY 11716		CODE 1D4Z9		FACILITY 014027770		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS X SMALL X SMALL DISADVANTAGED WOMEN-OWNED				
						12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW						
						13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G						
14. SHIP TO See Section D		CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266		CODE HQ0337		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.				
16. TYPE OF ORDER DELIVERY/ CALL PURCHASE		X		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.								
DasNet Corporation				David Salley President & CEO		2009/05/01						
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)						
<input type="checkbox"/>		If this box is marked, supplier must sign Acceptance and return the following number of copies:										
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule												
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ ACCEPTED *		21. UNIT		22. UNIT PRICE		23. AMOUNT	
		See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA						25. TOTAL		\$850,766.42		
		BY: /s/Stephanie K Higgins						03/24/2009 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			
					PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
f. TELEPHONE		g. E-MAIL ADDRESS			FINAL				34. CHECK NUMBER			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE				35. BILL OF LADING NO.			
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL							
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	\$850,766.42	\$850,766.42
5001	Option Year in accordance with the SOW. (OTHER) Option	1.0 Lot	\$876,921.73	\$876,921.73

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work

Engineering and Cost Estimating Services

in Support of Multiple Projects

NAVFAC NW Public Works Department

Silverdale, Washington

January 7, 2009

Naval Facilities Engineering Command Northwest (NAVFAC) is responsible for providing professional engineering design, construction management, scheduling, cost estimating, and overall project management for projects involving the construction, alteration, modification, operation, maintenance and repair of facilities, equipment and utility systems within the NAVFAC NW area of responsibility (AOR) (Washington, Oregon, Idaho, Montana, Wyoming, and Alaska). Facility assets supported include, but are not limited to, ship repair and berthing facilities, runways, hangars, ordnance storage facilities, warehouses, barracks, community support facilities, and family housing areas. Most of the industrial support incorporates highly sophisticated architectural, civil, mechanical, electrical, and structural systems.

2 OBJECTIVE

The objective of this Statement of Work (SOW) is to provide professional engineering services, professional scheduling services and cost estimating services in support of programmed or ongoing construction and facilities projects.

3 SCOPE OF WORK

3.1 Scope of Work. The Contractor is required to assist NAVFAC NW in all manners of support with respect to professional engineering (primarily mechanical, electrical, and civil), and cost estimating to assist in NAVFAC NW's facility design and construction program.

3.2 Role of the Contractor:

(1) Professional Engineering. The Contractor shall provide resources for professional mechanical, electrical, and civil engineering support for projects within the NAVFAC NW AOR. Support includes development of statements of work; development of cost estimates; respond to technical requests for information (RFIs); perform technical reviews, make comments, and evaluate designs prepared by registered professional engineers and architects of Architectural & Engineering (A/E) firms for completeness and acceptability under the terms of the NAVFAC design and specifications requirements; evaluating problems to provide expert technical review on routine and complex engineering matters; project management to include design and construction oversight, preparation of written and oral reports.

(2) Cost Estimator. The Contractor shall provide resources to develop construction cost

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estimates for projects within the NAVFAC NW AOR. Projects will be primarily design-bid-build or design-build, but may include concept studies. The preparation of cost estimates will involve: interpreting design drawings for buildings, waterfront structures, and utilities; developing material lists from design drawings; developing quantity takeoffs from design drawings for inclusion in cost estimates; contacting material vendors and contractors for availability and pricing information; using standard construction cost databases to obtain pricing information; use of cost estimating software such as RS Means Costworks; developing cost estimates for negotiating changes and litigation support, and preparation of written and oral reports. Work will also involve presenting and explaining cost estimates to government representatives and defending estimates with designers and construction contractors.

3.3 Contractor Level of Effort:

(1) Professional Engineering. Engineering support is **required on a full time basis**. See Section L, paragraph 5 Estimated Labor Categories for number of hours. The work is anticipated to be accomplished at the Government's facilities located in Bremerton and/or Silverdale, Washington.

(2) Cost Estimator. Cost Estimating support is **required on a full time basis**. See Section L, paragraph 5 Estimated Labor Categories for number of hours. The work is anticipated to be accomplished at the Government's facilities located in Bremerton and/or Silverdale, Washington.

3.4 Locations Supported: Potential supported sites within the NAVFAC NW AOR with the preponderance of the program in Bremerton and Silverdale.

4 SPECIFIC TASKS

4.1 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.

4.2 Contractor Oversight. 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.

4.3 Government Rights. 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 the Contractor employee to 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 MINIMUM QUALIFICATIONS OF CONTRACTOR PERSONNEL

5.1 Security Minimums. All Contractor personnel shall meet the security requirements set forth in paragraphs 6.5 and 6.6 below.

5.2 Minimum Qualifications are as set forth below:

(1) Professional Engineers (Mechanical, Electrical, and Civil). Professional Engineers are required to possess a current Professional Engineering License from any state. In addition all engineers are required to have a minimum of five (5) years of experience directly related to the types of work described in paragraph 3 SCOPE OF WORK, subparagraph (1) Professional Engineering. Must be able to use personal computers.

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(2) Cost Estimator. The cost estimator is required, at a minimum, to possess an Associate of Science from an accredited school in construction management, engineering technology, or construction cost estimating. In addition, the cost estimator must demonstrate in their resume and possible interview to possess a minimum of five (5) years of experience directly related to the types of work described in paragraph 3 SCOPE OF WORK, subparagraph (2) Cost Estimator. Must be able to use personal computers.

6 OTHER PERFORMANCE REQUIREMENTS

6.1 Training. 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.

6.2 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 engineering personnel, including managing personnel performance through out the contract. Discussion shall include the process the Contractor will use to manage acceptable performance of the engineers, including communication plan, employee recognition awards program plan, termination and replacement plan.

6.3 Government Review of Minimum Education and Professional Standards. Within fifteen (15) working 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.

6.4 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.

6.5 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 6.5, 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 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).

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6.6 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 personnel 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 personnel. 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.

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."

6.7 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.

6.8 Non-Personal Service Statement. Contractor personnel 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 personnel properly comply with the performance work standards outlined in the statement of work. Contractor personnel 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

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perform the inspection and acceptance of the completed work.

6.9 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 NAVFAC 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 personnel 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.

6.10 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 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.

6.11 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 Interest (Section I) for additional information.

6.12 Hours of Work. The Contractor's personnel's 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.

6.13 Full Time Definition. A full time work year is 2080 hours minus Government/Contractor holidays, sick leave, jury duty, military leave, etc. This task order defines "productive labor hours" or a full time work year as 1880 hours. This does not include administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc), Presidential funerals or any other unexpected government closures.

6.13.1 Timekeeping Controls. The Contractor shall provide a timekeeping system for its personnel to use (such as timecards). A copy of the timekeeping record shall be provided to the NAVFAC NW ACO with the Contractor's invoice.

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6.14 Government Holidays. The following Government holidays are normally observed: 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. The Government may authorize additional administrative leave, on a case by case basis, such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc), Presidential funerals, or any other unexpected Government closures which will be extended to the Contractor's personnel.

6.15 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.

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

6.17 Maintaining Satisfactory Performance. The Contractor's Program Manager shall meet with the NAVFAC NW ACO / NAVFAC NW ACO's Representative 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.

6.18 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.

6.19 Satisfactory Performance Meetings. The Contractor's Program Manager shall meet with the NAVFAC NW ACO's Representative as determined necessary by the NAVFAC NW ACO 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.

6.20 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.

16.21 Key Controls. The Contractor shall establish and implement methods of making sure all 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

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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 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 personnel. Opening of locked areas by Contractor personnel to permit entrance of persons other than Contractor personnel engaged in performance of work requirements in those areas is prohibited.

16.22 Government Provided Materials and Equipment. The Government will provide all Personal Protective and Safety Equipment, computers, software, telephones, and typical office supplies for Contractor labor support located on-site at Naval Base Kitsap. The Contractor shall be responsible for additional expenses such as cellular phones.

7 PLACE(S) OF PERFORMANCE

Services will be primarily performed on Government facilities but may occasionally be provided off-site depending on program requirements. On-site work will be performed at the Government facilities in Bremerton and/or Silverdale, WA.

8 PERIOD OF PERFORMANCE

The initial period of performance for this effort is estimated to be 27 February 2009 to 26 February 2010 (depending on date of task order award) hereto referred to as the Base period. This task order includes one (1) option period, which may be unilaterally exercised by the Government. The option period shall not exceed one (1) year in duration. All terms and conditions applicable to the base period shall extend to the option period unless otherwise agreed upon in writing.

9 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 using Microsoft suite programs or other software specified by the designated point of contact.

9.1 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 personnel.

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9.2 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 designated representative.

9.3 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.

9.4 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

6.3 Government Review of Minimum Education and Professional Standards (XX) working
days after 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

9.5 Final Acceptance. Final acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the NAVFAC NW ACO. Certification by the Government of satisfactory services provided is contingent upon the Contractor performing in accordance with the terms

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and conditions of the task order.

9.6 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.

10 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.

11 ADMINISTRATIVE CONSIDERATION

11.1 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 NAVFAC NW ACO's designated point of contact to be determined within 5 (five) days of task order award.

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 NAVFAC NW ACO.

11.2 Points of Contact

11.2.1 NAVFAC NW ACO

The NAVFAC NW ACO is:

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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

12 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

Labor Category(s) & Hourly Rate

Timesheet

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 an 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.

13 TRAVEL

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All travel shall be in accordance with the Government's Joint Travel Regulation (JTR). All travel shall be approved, by the NAVFAC NW ACO's Representative, 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 Bremerton or Silverdale, WA and no per diem or relocation costs will be reimbursed under this task order.

14 CENTRAL CONTRACTOR REGISTRATION (CCR) -NEW CONTRACTS

Not used.

15 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.

16 SECTION 508 COMPLIANCE REQUIREMENTS

Not applicable.

17 GOVERNMENT FURNISHED PROPERTY/INFORMATION

17.1 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.

17.2 Government Furnished Facilities, Equipment, Materials, and Services:

Professional Engineers/Cost Estimators – performance at Government work-site: The Government 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. NOTE: The Contractor will be required to provide employee's with Safety shoes that meet OSHA and ACOE standards.

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18 CONTRACTOR FURNISHED PROPERTY/INFORMATION

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

All Contractor personnel are to possess a valid driver's license.

All Contractor personnel are to possess strong communication skills in the English language, both written and oral.

All Contractor personnel are to possess U.S. citizenship.

All Contractor personnel must possess the ability to perform regular and recurring field inspections, investigations, or surveys in which there is a considerable amount of walking, stooping, bending, and climbing as necessary.

All Contractor personnel must possess the 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.

19 PERSONNEL REQUIREMENTS

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

19.2 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 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 Administrative NAVFAC NW ACO will evaluate such requests and notify the Contractor of approval or disapproval in writing. See NAVFAC Clause 5252.237-9301 Substitutions of Key Personnel (Section I) for additional information.

19.3 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.

19.4 Program Manager. The Program Manager shall be the Contractor's authorized point of contact with the NAVFAC NW ACO and other designated Government point(s) 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.

20 Inspection and Acceptance (Destination)

20.1 Inspection and Acceptance. Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the NAVFAC NW ACO's Representative.

20.2 Acceptance. The performance and quality of work delivered by the contractor, including services

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rendered and by documentation or written material compiled shall be subject to inspection, review, and acceptance by the government.

20.3 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.

20.4 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 disagreement within fifteen (15) calendar days.

21 DELIVERABLES OR PERFORMANCE

The periods of performance for the base period is from date of task order award through 12 months thereafter.

The period of performance of the Option period is date of option exercise through 12 months thereafter.

22 SPECIAL TASK ORDER REQUIREMENTS

22.1 Contractor Personnel Requirements

Contractor Personnel 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 3/24/2009 - 3/23/2010

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

5001 3/24/2010 - 3/24/2011

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager

Accounting Data
SLINID PR Number Amount

5000 N44255-09-NR-55190 850766.42
LLA :
AA 17 09091804 52FM 254 00052 0 068732 2D C0062M 684369ST403Q
Standard Number: N6843609RC0062M

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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 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.

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____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)

52.222-41 Service Contract Act (1965)

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SECTION J LIST OF ATTACHMENTS