

DELIVERY ORDER

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|-------------------------------------|---------------------------------|---|---|-------------------|
| 1. CONTRACT NO. N00178-06-D-4801 | 2. DELIVERY ORDER NO. JU0102 | 3. EFFECTIVE DATE ORIG 11/13/2007 MOD 10/1/08 | 4. PURCHASE REQUEST NO. N40080-08-MR-30255 | Rating Unrated |
|-------------------------------------|---------------------------------|---|---|-------------------|


| | | | |
|---|----------------|---|----------------|
| 5. ISSUED BY NAVFAC Washington 1315 Harwood St SE Washington Navy Yard DC 20375 paul.heavey@navy.mil 202-685-3299 | CODE N40080 | 6. ADMINISTERED BY Blount Island Command 5880 Channel View Blvd Jacksonville FL 32226-3404 | CODE M67004 |
|---|----------------|---|----------------|

| | | | |
|--|---------------|----------|---|
| 7. CONTRACTOR Mainsall LLC 20820 Chapin Blvd Cleveland OH 44122 | CODE 1XLF8 | FACILITY | 8. DELIVERY DATE See Section F |
| | | | 9. CLOSING DATE/TIME (hours local time - Block 5 issuing office) |
| | | | SET ASIDE TYPE |
| | | | 10. MAIL INVOICES TO See Section G |

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| 11. SHIP TO See Section D | 12. PAYMENT WILL BE MADE BY DFAS Charleston Vendor Pay Code FP P.O. Box 118054 Charleston SC 29423-8054 |
|------------------------------|--|



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|-------------------|---|---|---|
| 13. TYPE OF ORDER | D | X | This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract. |
|-------------------|---|---|---|

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.

| | | | |
|--------------------|---|----------------------|-------------|
| Mainsall LLC |  | STEVEN J. URSO | 10/2/08 |
| NAME OF CONTRACTOR | SIGNATURE | TYPED NAME AND TITLE | DATE SIGNED |

14. ACCOUNTING AND APPROPRIATION DATA
See Section G

| 15. ITEM NO. | 16. SCHEDULE OF SUPPLIES/SERVICES | 17. QUANTITY ORDERED/ACCEPTED | 18. UNIT | 19. UNIT PRICE | 20. AMOUNT |
|-------------------------|-----------------------------------|-------------------------------|----------|----------------|------------|
| See the Following Pages | | | | | |

| | | |
|---|---|--|
| *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. | 21. UNITED STATES OF AMERICA  CONTRACTING/ORDERING OFFICER | 22. TOTAL  |
|---|---|--|

| SECTION | DESCRIPTION | SECTION | DESCRIPTION |
|---------|---------------------------------------|---------|-------------------------------|
| B | SUPPLIES OR SERVICES AND PRICES/COSTS | H | SPECIAL CONTRACT REQUIREMENTS |
| C | DESCRIPTION/SPECS/WORK STATEMENT | I | CONTRACT CLAUSES |
| D | PACKAGING AND MARKING | J | LIST OF ATTACHMENTS |
| E | INSPECTION AND ACCEPTANCE | | |
| F | DELIVERIES OR PERFORMANCE | | |
| G | CONTRACT ADMINISTRATION DATA | | |

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|----------------------------------|------------------------------|----------------|
| CONTRACT NO. N00178-06-D-4801 | DELIVERY ORDER NO. JU0102 | PAGE 2 of 2 |
|----------------------------------|------------------------------|----------------|

GENERAL INFORMATION

The purpose of this modification is to restructure the CLINs by adding man hours and a unit price. Also, this modification is to exercise the option year with FY09 funding.

52.232-18 Availability of Funds

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

Funding provided herein is subject to the Availability of Funds clause of the contract. In the event of a Continuing Resolution Act for Fiscal Year 2009, funds provided herein are releasable only for the amount of time covered by the enacted Continuing Resolution and will be increased in proportion to the amount of time covered by any additional Continuing Resolution passed by Congress. Funding becomes fully available upon passage of the FY09 Appropriations Act.

This modification is issued in anticipation of the enactment of the FY09 DOD Appropriation Act and is subject to its provisions.

A conformed copy of this Task Order is attached to this modification for information purposes only.

The total value of the task order remains unchanged. The total amount of funds obligated to the task is hereby increased by [REDACTED] from [REDACTED] to [REDACTED].

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

| Item | Supplies/Services Qty | Unit | Unit Price | Total Price |
|--------|---|-----------|------------|-------------|
| 2001 | The contractor shall provide professional services in accordance with the Government Statement of Work herein. Estimated Other Direct Costs are (OTHER) | 1.0 Lot | | |
| 2002 | option year one | | | |
| 2002BA | The Contractor shall provide professional services in accordance with the Government statement of work herein. (OTHER) | 2000.0 LH | | |

For ODC Items:

| Item | Supplies/Services Qty | Unit | Est. Cost |
|--------|--|---------|-----------|
| 3000 | Option Year One Travel | | |
| 3000BA | Travel NTE associated with CLIN 2002. (O&MN,N) | 1.0 Lot | |

For FFP Items:

| Item | Supplies/Services Qty | Unit | Unit Price | Total Price |
|--------|--|-----------|------------|-------------|
| 5000 | Option Year Two Professional Services | | | |
| 5000CA | The Contractor shall provide professional services in accordance with the Government statement of work | 2000.0 LH | | |

herein. (O&MN,N)
Option

5001 Option year Three
Professional
Services

5001CB The Contractor shall provide professional services in accordance with the Government statement of work herein. (O&MN,N)
Option

2000.0 LH

5002 Option Year Four
Professional
Services

5002CC The Contractor shall provide professional services in accordance with the Government statement of work herein. (O&MN,N)
Option

1.0 Lot

For ODC Items:

| Item | Supplies/Services Qty | Unit | Est. Cost |
|--------|-------------------------------|---------|-----------|
| 6000 | Option Year Two Travel | | |
| 6000DA | Travel NTE (O&MN,N) Option | 1.0 Lot | |
| 6001 | Option Year Three Travel | | |
| 6001DB | Travel NTE (O&MN,N) Option | 1.0 Lot | |
| 6002 | Option Year Four Travel | | |
| 6002DC | Travel NTE (O&MN,N) Option | 1.0 Lot | |

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|----------------------------------|------------------------------|-----------------|
| CONTRACT NO. N00178-06-D-4801 | DELIVERY ORDER NO. JU0102 | PAGE 3 of 16 |
|----------------------------------|------------------------------|-----------------|

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

HAZARDOUS MATERIALS CONTROL AND MANAGEMENT NAVAL FACILITIES ENGINEERING COMMAND, WASHINGTON

Title: HSMS Expert

OBJECTIVE

The objective of this contract is to provide the US Marine Corps (USMC) Base, Quantico, with an on-site Hazardous Substance Management System (HSMS) expert.

BACKGROUND

On 29 May, 1997, Headquarters Marine Corps published Marine Corps Bulletin 4440, *Hazardous Materials Consolidation Program*, which states "it is U.S. Marine Corps Policy that commands/installations/activities shall control and manage hazardous materials (HM) using methods that minimize the types and quantities of HM procured, stored, distributed, and used to accomplish mission requirements."

The United States Marine Corps (USMC) Hazardous Material Consolidation Program (HCP) supports enhanced control and management of HM and minimizes the generation of hazardous waste (HW) associated with HM usage. HCP consists of eight generic attributes, including the following: Centralized HM management; Authorized Use List (AUL); Inventory management; Order/dispense procedures; Reuse/reissue procedures; Centralized issue/storage points; Tracking system; and Training/awareness program. Specific tasks to reach these goals are outlined in section 5.0.

In support of Department of Defense initiatives, the contractor will provide Hazardous Substance Management System (HSMS)/Regional Hazardous Inventory Control System (RHICS) implementation and system maintenance support to Marine Corps Base Quantico (MCB Quantico). MCB Quantico has approximately 318 work centers including tenant activities, of which approximately 190 are authorized users in this management system. Only 80 of these work centers actively submit their inventories (these are the major work centers). MCB Quantico does not have basewide participation, however. 110 of these centers are smaller and need to be encouraged by the contractor to actively participate in the management system.

SCOPE

Using government furnished hardware and software, the contractor shall provide support for the base period and option periods as determined by the government to serve as HM Program Manager. The contractor will provide HSMS/RHICS system maintenance to MCB Quantico in support of the

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| CONTRACT NO. N00178-06-D-4801 | DELIVERY ORDER NO. JU0102 | PAGE 4 of 16 |
|----------------------------------|------------------------------|-----------------|

following areas:

On-site support. The contractor will provide an on-site expert to provide on-site support to perform the work listed in section 5. Optional effort is delineated in section 8. Management and oversight of the project will also be provided by the contractor.

Material Inventory and Data Entry. Inventories and data entry as required to support specific taskings delineated in section 5. The shops will provide the data to the contractor. The contractor shall input the data into the database. At present, shops are unable to directly input data themselves. The shops will provide the data to the contractor in paper form.

Training. The contractor shall be responsible for maintaining an expertise in hazardous materials control and management. Training will be in the nature of on-the-job training, as opportunities arise during the execution of the work. If specific formal training is directed by the government, the government will reimburse associated expenses to the contractor to include cost of tuition, travel expenses, and hourly billing.

EDUCATION, EXPERIENCE, AND SKILLS

The contractor will be familiar with inventory management procedures, with hazardous materials (HM) storage principles, and with hazardous materials information resources (HMIRS), Federal Logistics (FEDLOG), Crystal Reports, HSMS, and RHICS.

The contractor will also be familiar with Oracle 8.0, Windows Server 2000, Microsoft Internet Information Services 6.0, Microsoft FrontPage, and Crystal Enterprise 8.5.

SPECIFIC CONTRACTOR DUTIES

Development of various data entry policies to protect the integrity of the oracle database

Issuance and maintenance of system passwords with AULs

Management of user access privileges

Development of ad-hoc reports using Crystal Reports for compliance purposes

Production of HSMS and ad-hoc reports.

Management of Engineering Change Proposals (changing a work practice) for MCB Quantico. The contractor will provide input to changes in work practices (for instance, by suggesting less toxic chemicals) to support the objective of pollution prevention.

Conduct repairs to bad data in the database.

Troubleshoot HSMS (Oracle) software problems.

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|----------------------------------|------------------------------|-----------------|
| CONTRACT NO. N00178-06-D-4801 | DELIVERY ORDER NO. JU0102 | PAGE 5 of 16 |
|----------------------------------|------------------------------|-----------------|

Maintenance of database quality assurance

Input of HSMS data monthly to support virtual pharmacy

Management of the HSMS database server to include but not limited to server backup, software updates, and providing assistance to the system administrator in troubleshooting hardware and network problems associated with HSMS.

Providing assistance to the system administrator in troubleshooting network problems associated with the HMMP IIS server.

Extracting useful data from the HSMS database to assist MCB Quantico to comply with local, state, and federal reporting requirements.

Management of pre-existing MCB Quantico intranet website

Refinement of database, website, and business practices to further facilitate customer support and virtual pharmacy efforts

Customer assistance to work centers including MSDS research and acquisition, generating HSMS/RHICS barcodes for material inventory, modifying AULs, and updating inventory data in the HSMS database. MSDS sheets should be scanned, and input into the management system by contractor.

PLACE OF PERFORMANCE

The contractor will be working at the US Marine Corps Base in Quantico Virginia.

LABOR HOURS AND PERIOD OF PERFORMANCE

The contractor shall provide full-time onsite support for the base year (from notice to proceed until September 30, 2008) and four 1 year option periods, if the options are exercised.

OPTIONAL CONTRACTOR DUTIES

The following options may be required of the contractor, depending on availability of funding:

Option 1. Hazardous Materials Inspection support. Depending on availability of funding, the contractor will provide Hazardous Materials inspection support for a base wide survey and inventory, for the base period and option periods, level of effort as determined by the government. The purpose of this optional task is to document the work centers participation in the management system to focus future outreach and training goals. This work shall include but not be limited to the following:

Material inventory.

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|----------------------------------|------------------------------|-----------------|
| CONTRACT NO. N00178-06-D-4801 | DELIVERY ORDER NO. JU0102 | PAGE 6 of 16 |
|----------------------------------|------------------------------|-----------------|

Material Safety Data Sheet (MSDS) research and acquisition.

Barcoding of material using the HSMS/RHICS software and barcode equipment.

Entry of relevant inventory data into the HSMS database.

Audit of work center's inventory (such as cycle counting and other functions)

Option 2. IT support and web development. Depending on availability of funding, the contractor will provide various IT support and web development services, for the base period and option periods, level of effort as determined by the government. This work shall include but not be limited to the following:

- Redesign the HMMP web site.
- Improve on the HMMP web functionality
- Maintain the HMMP web as needed
- Oracle development support as needed

ADDITIONAL REQUIREMENTS AND AGREEMENTS

Engineer in Charge (EIC) and Contracting Officer

Only the EIC and the Contracting Officer are authorized to explain or clarify the requirements of this scope of work.

Liability

The contractor shall assume all risk and shall be liable for any damages to persons or property in connection with the accomplishment under this scope of work.

Progress Payments

The Government shall only approve invoices for progress payments that reflect the percentage of the tasks completed. This percentage shall be submitted by the contractor and evaluated by the EIC. It shall be the contractor's responsibility to furnish the Government with the appropriate documentation for invoice justification.

Working Hours

Field Working hours shall be from Monday through Friday 0700HRS – 1700HRS, unless otherwise approved by the contracting officer and facility personnel. No work shall be performed on weekends or Federal holidays without prior approval by the

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|----------------------------------|------------------------------|-----------------|
| CONTRACT NO. N00178-06-D-4801 | DELIVERY ORDER NO. JU0102 | PAGE 7 of 16 |
|----------------------------------|------------------------------|-----------------|

contracting officer, EIC and the Quantico POC.

Contract Number

The contract number for this project shall be used on all reports, invoices, and correspondence.

Releases

Copies of calculations, reports, or any laboratory analyses, etc., generated for the execution of this project shall become the property of the government and shall not be released to any other agency or individual without the prior approval of the Contracting Officer. All contact will be coordinated through the Contracting Officer.

List of individuals

The contractor shall provide the EIC a list of staff to be working on this project that includes their role in this project and their qualifications to assume that role.

Progress Reports

The contractor shall submit monthly written progress reports to the EIC describing work accomplished, problems encountered with proposed solutions; work projected for the following month, and overall projected schedule status.

POINTS OF CONTACT

Client Point of Contact (POC):

Patricia Greek

703-432-0539

703-784-4953 (fax)

patricia.greek@usmc.mil (email)

NAVFAC Washington Engineer In Charge (EIC):

Amit Kapadia

202-685-8021 (phone)

amit.kapadia@navy.mil (email)

Acquisitions Point of Contact:

Dean Koeppe

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|----------------------------------|------------------------------|-----------------|
| CONTRACT NO. N00178-06-D-4801 | DELIVERY ORDER NO. JU0102 | PAGE 8 of 16 |
|----------------------------------|------------------------------|-----------------|

202-685-3218 (phone)

dean.koepp@navy.mil (email)

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|----------------------------------|------------------------------|-----------------|
| CONTRACT NO. N00178-06-D-4801 | DELIVERY ORDER NO. JU0102 | PAGE 9 of 16 |
|----------------------------------|------------------------------|-----------------|

SECTION D PACKAGING AND MARKING

Best Commercial Practice is acceptable.

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| CONTRACT NO. N00178-06-D-4801 | DELIVERY ORDER NO. JU0102 | PAGE 10 of 16 |
|----------------------------------|------------------------------|------------------|

SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance will be performed at destination by the cognizant government representative.

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|----------------------------------|------------------------------|------------------|
| CONTRACT NO. N00178-06-D-4801 | DELIVERY ORDER NO. JU0102 | PAGE 11 of 16 |
|----------------------------------|------------------------------|------------------|

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

CLIN 0001 11/13/2007 - 9/30/2008
CLIN 0002 10/01/2008 - 9/30/2009
CLIN 0003 10/01/2009 - 9/30/2010
CLIN 0004 10/01/2010 - 9/30/2011
CLIN 0005 10/01/2011 - 9/30/2012

Services to be performed hereunder will be provided at the USMC Marine Corps Base Quantico.

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| CONTRACT NO. N00178-06-D-4801 | DELIVERY ORDER NO. JU0102 | PAGE 12 of 16 |
|----------------------------------|------------------------------|------------------|

SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Dean E Koepp, AQ3
1314 Harwood St. SE, Bldg 212
Washington Navy Yard, Washington, DC 20374-5018
dean.koepp@navy.mil
202-685-3218

1. Contract administration will be performed by the PCO. See Block 5, page 1.
2. A Form 7300 is required for submission of invoices, and will be provided to the contractor.

3. SUBMISSION OF INVOICES

Invoices shall be submitted electronically to the following email addresses:

invoiceNFW@navy.mil

Since invoices for this order will be paid through the electronic invoice test database, a Form 7300-30 must be provided with each invoice. The subject form will be provided by this contracts office. Detailed Invoices may be submitted monthly based on performance.

A signed Form 7300 shall be submitted for electronic payment.

Accounting Data
SLINID PR Number Amount

2001 [REDACTED]
LLA :
AA 17 08081106 27G0 000 00264 0 067443 2D 000000 01508RCH0001
Standard Number: M9301508RCH0001
17 08081106 27G0 000 00264 0 067443 2D 000000 01508RCH0001

MOD 2

2002BA [REDACTED]
LLA :

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| CONTRACT NO. N00178-06-D-4801 | DELIVERY ORDER NO. JU0102 | PAGE 13 of 16 |
|----------------------------------|------------------------------|------------------|

AB 17 09091106 27G0 0000 00264 067443 2D 000000 01509RCH0003
Standard Number: M9301509RCH0003

3000BA

LLA :

AB 17 09091106 27G0 0000 00264 067443 2D 000000 01509RCH0003

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| CONTRACT NO. N00178-06-D-4801 | DELIVERY ORDER NO. JU0102 | PAGE 14 of 16 |
|----------------------------------|------------------------------|------------------|

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1. SUBCONTRACTS

The approval of the Contracting Officer is required for all subcontracts (See FAR 52.244-2).

H.2 GOVERNMENT FURNISHED INFORMATION

The Contractor shall have access to contractually sensitive information during performance of this contract and shall not divulge information beyond the designated Government representatives without prior written approval of the Contracting Officer. This sensitivity might also preclude the Contractor from competing/proposing as prime or subcontractor on subsequent contracting actions that utilize information derived from this contract.

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| CONTRACT NO. N00178-06-D-4801 | DELIVERY ORDER NO. JU0102 | PAGE 15 of 16 |
|----------------------------------|------------------------------|------------------|

SECTION I CONTRACT CLAUSES

Applicable Section I contract clauses from the Seaport-e basic contract are incorporated herein.

Specific FAR clauses are also incorporated herein for reference.

FAR 52.212-4, Commercial Terms and Conditions-Commercial Items (FEB 2007)

FAR 52.217-8, Option to Extend Services (NOV 1999)

FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000)

FAR 52.228-7, Insurance-Liability to Third Persons (MAR 1996)

FAR 52.232-18, Availability of Funds (APR 1984)

FAR 52.232-19, Availability of Funds for the Next Fiscal Year (APR 1984)

52.239-1, Privacy or Security Safeguards (AUG 1996)

NOTICE:

Contracts for commercial goods and services in Seaport-e are generally awarded as fixed-price contracts with fixed-price labor rates. Also, see FAR Part 12.

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| CONTRACT NO. N00178-06-D-4801 | DELIVERY ORDER NO. JU0102 | PAGE 16 of 16 |
|----------------------------------|------------------------------|------------------|

SECTION J LIST OF ATTACHMENTS