SOLICITATION/CONTRACT/ OFFEROR TO COMPLET					1. REQUISITION	ON NUMBER			PAGE 1 OF	25	
2. CONTRACT NO.		FECTIVE DATE	T	R NUMBER		5. SOLICITAT	ON NUMBER	6	3. SOLICITATION IS	SUE DATE	
N00024-07-C-2309 7. FOR SOLICITATION INFORMATION CALL:	a. NAME					b. TELEPHON	IE NUMBER (No C	ollect Calls) 8	B. OFFER DUE DAT	E/LOCAL TIME	
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23. ACCOUNTING AND APPROPRIAT	ON DATA						20. 10172	AWARD AWIC	\$86,254,07		
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28. CONTRACTOR IS REQUIRED TO TO ISSUING OFFICE. CONTRACT SET FORTH OR OTHERWISE IDE SUBJECT TO THE TERMS AND O	OR AGREES	TO FURNISH OVE AND ON A	AND DEI	LIVER ALL ITEM	is s	OFFER DATE (BLOCK 5), I	CONTRACT: REF ED NCLUDING ANY HEREIN, IS ACC	. YOUR OF			
30a. SIGNATURE OF OFFERORICO	NTRACTOR			31a.UNITE	STATES OF	AMERICA (SIGNATURE OF CO	NTRACTING O	FFICER) 31c. DA	2 /0 7	
306. NAME AND TITLE OF SIGNER (TYPE OR PRINT) C.L. KECTOR DIRECTOR, CONTRAGE A	BMW	30c. DATE	SIGNED 67	210. 1411	OF CONTRACT ZESA (1) 781-30	PING OFFICE RYAN	EMAIL.	PRINT)	RYAD@NI	avy, mil	

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) Prescribed by GSA FAR (48 CFR) 53.212

SOLICITA	TION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)							PA	PAGE 2 OF 25				
19. ITEM NO.				SUPPLIES/ SER	/ICES		21. QUANTII	TY 22. UNIT	23. UNIT	PRICE	24. AMOUNT		
19. ITEM NO.	(CONTINUED) 20. SCHEDULE OF SUPPLIES/ SERVICES SEE SCHEDULE						21. QUANTIT	TY 22. UNIT	23. UNIT	PRICE	24. AMOUNT		
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32e. MAILING ADD	ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32						If. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE												
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Section SF 1449 - CONTINUATION SHEET

ITEM NO 0001	SUPPLIES/SERVICES Ingalls Opertion Panel Assembly Line FFP	QUANTITY 1	UNIT Lot	UNIT PRICE \$25,837,239.00	AMOUNT \$25,837,239.00
				NET AMT	\$25,837,239.00
ITEM NO 0002	SUPPLIES/SERVICES Avondale Operations Panel Assembly Line FFP	QUANTITY 1	UNIT Lot	UNIT PRICE \$12,394,672.00	AMOUNT \$12,394,672.00
				NET AMT	\$12,394,672.00
ITEM NO 0003	SUPPLIES/SERVICES Gulfport Ops Composites Manufacturing FFP	QUANTITY 1	UNIT Lot	UNIT PRICE \$60,416,833.00	AMOUNT \$60,416,833.00
				NET AMT	\$60,416,833.00

Section C - DESCRIPTION / SPECIFICATION

CLIN 0001 - Ingalls Operations Panel Assembly Line

A. Statement of Work - The contractor shall provide the following:

- Overall management and technical services for project execution, including travel to equipment suppliers for design reviews, progress reviews and factory acceptance tests.
- Procure the following designated, proven equipment which in the aggregate constitutes the Panel Assembly Line:
 - a. Two Edge Blasting Systems
 - b. One Panel Line Transportation System
 - c. One Edge Milling System
 - d. One One-Sided Butt Welding System
 - e. One Pre-Fit & Weld Service Gantry
 - f. Two Insert Welding Service Gantries
 - g. Two Web Welding Service Gantries
 - h. One Panel Cut, Grind & Marking System with Downdraft Table
 - i. One Stiffener-Fitting System
 - j. One Inter-Bay, Stiffener-Cassette, Transfer Car
 - k. Two Stiffener Welding Systems
 - I. One Stiffener Toe Blasting System
 - m. All Required Foundations, Technical Manuals, Preventive Maintenance Procedures, Spare Parts, and Installation Support
- Deliver, install and integrate the equipment listed above into the new panel line building at Ingalls
 Operations, including all required installation, alignment, power-up, testing and operation efforts. This
 includes integrating all systems and equipment for moving, positioning, aligning and processing plates and
 panels into and out of the panel line equipment as required.
- 4. Provide equipment level and system level training for maintenance personnel and operators, including onthe-job training sufficient to execute the desired production rate. Provide manufacturing aids for the initial production run. The training will be accomplished by the equipment suppliers in classrooms and on the equipment. The training will be geared toward experienced personnel.

Deliverables - The contractor shall provide the following deliverables within 60 days of contract award.

- 1. Project schedule listing all key milestones including start and completion dates;
- 2. Return on investment (ROI) analysis listing all assumptions:
- 3. Proposed Metrics to be used for measuring ROI, including the following measurements:
 - Labor efficiency: Performance to standard metrics will be reported for panel fabrication.
 Standards for comparison will be based on post Hurricane Katrina methods;
 - Quality: Metrics will be reported for weld quality, dimensional accuracy, and acceptance rates:
 - Throughput: Metrics will report throughput expressed in material quantities per labor hour per week compared to the pre-investment time period.

The Contractor will provide metrics and their details that the Contractor will use in the normal course of its business and will submit same to the Government for approval.

- 4. Monthly metrics report (commencing at the end of the first quarter following project activation and continuing monthly for nine months thereafter) documenting ROI from metrics approved in item 3;
- 5. Quarterly progress report (required until project completion).

Deliverables should be sent to Jackie Jones-Brame

COMMANDER, NAVAL SEA SYSTEMS COMMAND ATTN: Jackie Jones-Brame (PMS 400D71) JACQUELINE.JONES-BRA@NAVY.MIL 1333 Isaac Hull Ave SE

Mail Stop 2020

Washington Navy Yard, DC 20376-2020

B. Project Schedule – The contractor's proposed schedule is shown below. Performance-based payments will be a function of the contractor's ability to successfully complete required events/milestones.

Event	Planned Start Date	Planned Completion Date
Management and Technical Services	March, 2007	February, 2008
Procure Panel Line Equipment	March, 2007	December, 2007
Install Panel Line Equipment	July, 2007	December, 2007
Training, Test and Start-up	November, 2007	February, 2008

CLIN 0002 - Avondale Operations Panel Assembly Line (OPTION)

A. Statement of Work - The contractor shall provide the following:

- Overall management and technical services for project execution, including travel to equipment suppliers for design reviews and progress reviews.
- 2. Provide design and technical services for building modifications and site preparation; rip-out of the existing panel line and provide a clear, level working surface, with equipment and obstacles removed; pilings, foundations and utility trenches installed; and all required utilities installed within five feet of the installation site. (Note: This task will be done in three stages to minimize impact on scheduled work in the existing panel shop).
- 3. Install and integrate the following equipment into the Panel Assembly Line, including all required installation, alignment, power-up, checkout/testing and full operation efforts. This task includes integrating all systems including design tools and equipment for moving, positioning, aligning and processing plates and panels into and out of the panel line equipment as required. (NOTE: the equipment is being procured separately with funding from the State of Louisiana)
 - a. Two Edge Blasting Systems
 - b. One Panel Line Transportation System
 - c. One Edge Milling System
 - d. One One-Sided Butt Welding System
 - e. One Pre-Fit & Weld Service Gantry
 - f. Two Insert Welding Service Gantries
 - g. Two Web Welding Service Gantries
 - h. One Panel Cut, Grind & Marking System with Downdraft Table
 - i. One Stiffener-Fitting System
 - j. One Inter-Bay, Stiffener-Cassette, Transfer Car
 - k. Two Stiffener Welding Systems
 - 1. One Stiffener Toe Blasting System
 - m. All Required Foundations, Technical Manuals, Preventive Maintenance Procedures, Spare Parts, and Installation Support
- Provide equipment level and system level training for maintenance personnel and operators, including onthe-job training sufficient to execute the desired production rate. Provide manufacturing aids for the initial

production run. The training will be accomplished by experienced shop personnel on the installed equipment.

Deliverables – The contractor shall provide the following deliverables within 60 days of contract option exercise unless otherwise specified.

- Project schedule listing all key milestones including start and completion dates (if different from paragraph B below);
- 2. Return on investment (ROI) analysis listing all assumptions;
- 3. Proposed Metrics to be used for measuring ROI, including the following measurements:
 - Labor efficiency: Performance to standard metrics will be reported for panel fabrication.
 Standards for comparison will be based on post Hurricane Katrina methods;
 - Quality: Metrics will be reported for weld quality, dimensional accuracy, and acceptance rates;
 - Throughput: Metrics will report throughput expressed in material quantities per labor hour per week compared to the pre-investment time period.

The Contractor will provide metrics and their details that the Contractor will use in the normal course of its business and will submit same to the Government for approval.

- 4. Monthly metrics report (commencing at the end of the first quarter following project activation and continuing monthly for nine months thereafter) documenting ROI from metrics approved in item 3;
- 5. Quarterly progress report (required until project completion);
- 6. Performance Improvement Reports (included in ongoing Cost Performance Reports (CPRs) for all U.S. Navy contracts at Avondale Operations). Duplicate reporting shall not be necessary to meet this delivery requirement, and the duty to provide the Performance Improvement Reports shall cease when the report is no longer continue to be required for the CPRs for the U.S. Navy contracts at Avondale Operations.

Deliverables should be sent to Jay Stefany

COMMANDER, NAVAL SEA SYSTEMS COMMAND ATTN: Jay Stefany (PMS 317) FREDERICK.STEFANY@NAVY.MIL 1333 Isaac Hull Ave SE Mail Stop 2020 Washington Navy Yard, DC 20376-2020

B. Project Schedule – The contractor's projected schedule is shown below. If option is exercised, performance-based payments will be a function of the contractor's ability to successfully complete required events/milestones.

Event	Planned Start Date	Planned Completion Date		
Management and Technical Services	July 07	February 09		
Remove current Panel Line Equipment, Modify buildings to support new Panel Line Equipment	July 07	August 08		
Install new Panel Line Equipment	June 08	February 09		
Training, Test and Start-up	January 09	February 09		

CLIN 0003 – Gulfport Operations Composites Manufacturing Facility

A. Statement of Work - The contractor shall provide the following:

- NGSS has contracted with Parsons Corporation to provide construction management for this project. Overall
 project management remains the responsibility of NGSS, with Parsons performing the day-to-day oversight, task
 implementation management, and second-tier subcontractor management.
- 2. Detailed breakdown of the project.

Major Milestones

Type of Task	Milestones	
1. Building	Design complete	
	Procurement complete	
	Construction complete	
2. Equipment	Design complete	
	Procurement complete	
	Construction complete	
3. Relocate Machining Center	Design complete	
	Procurement complete	
	Construction complete	
4. NGSS Shipyard Support		

The project has three major tasks, each of which has a number of subtasks. The tasks are described in more detail after the table.

Task List

	Tasks
1.	Buildings
1.1.	Bay 1 Slip Door
1.2.	Bay 2 High Bay
1.3.	Erection Assembly Bays
1.4.	Miscellaneous Out Building
1.5.	Launch and Test Area
2.	Equipment
2.1.	Molds
2.2.	Relocate Machining Center
2.3.	Fixtures
2.4.	Cloth Laying Cutting Machine
2.5.	Cranes
3.	NGSS Shipyard Support

1. Buildings

1.1 Bay 1 Slip Door:

- 1. Design and install a 4-Leaf sliding door at Bay 1 south end
- 2. Design, construct, and install a concrete slab and structural steel frame to support the door
- 3. Modify existing bay to install new door
- 4. Design and install the electrical system to operate the door

1.2 Bay 2 Modifications:

- 1. Bay 2 shall be modified to include a new turnover bay 75 feet long, 100 feet wide and 100 feet eave height with one (1) 100 ton bridge crane and a 132 foot by 100 foot extension to the building
- 2. HVAC system, mechanical system and electrical systems shall be included

1.3 Erection Assembly Bay

- This building is a combination of the Unit Assembly Bay and the Deck Assembly Bay. The building is 450 feet long and 164 feet wide with 104 feet eave height (75,100 square feet ±)
- 2. The building supports two 225 ton ridge cranes with 147 feet span.
- 3. Also included with these bays are three other buildings:
 - a) A 6,000 square feet two story lean-to on west side of the assembly bays
 - b) A 2,984 square feet of chiller plant on west of erection building
 - c) A 12,500 square feet bench test building west of the assembly bays
- 4. HVAC system, mechanical system and electrical system in each building.

1.4 Miscellaneous Outbuilding

- 1. Design and construct one (1)-60 by 120 ft. building for resin storage, resin mixing and a lab. The building will be a pre-engineering building with separate areas for each function.
- 2. HVAC system, mechanical system and electrical system in each building.

1.5 Launch and Test Area

- Design and construct a new launch and test area to include new dredging in existing channel. The area will
 include the following:
- 2. New steel sheet pile wall
- 3. New structural pile supported slab and rails for translation tracks.
- 4. New asphalt roadway.
- 5. A wharf on south side of erection building.
- 6. Lighting and related work.
- 7. Lightning and ground protection systems.
- 8. Electrical and piping systems required for testing

2. Equipment and Fixtures

2.1 Molds

Design, procure, install, and test two mold tables and related equipment capable of producing 150' x 60' carbon fiber panels with flatness rating of ±0.003 (3 mils). The mold tables will be raised 4' above floor level for protection from flooding or hurricane damage. The University of Delaware Center for Composite Materials Consortium has specified a set of SMARTMolding infusion sensing equipment for the molds.

2.2 Relocate Machining Center

Relocate the 5-axis robotic machining center from its current location to its new location in Bay 2.
 Disassemble, move, reassemble, install, and test the 5-axis machining center.

2.3 Fixtures

 Procure, install, and test the fixtures required to assist in turning and moving the large composite panels and outfitted decks and permanent staging required for deckhouse assembly. The fixtures will be defined as the project design matures.

2.4 Cloth Laying and Cutting Machine

1. Design, procure, install, and test a new cloth laying and cutting machine

2.5 Cranes

1. Specify, procure, install, and test cranes for the Composites Manufacturing Facility

Cranes Required

Location	Capacity	Quantity	
Bay 2 (upgrade to existing cranes)	50 Ton	2 each	
Turnover Bay	100 Ton	1 each	
Unit & Deckhouse Assembly Bay	150 Ton	2 each	
Bay 5	50 Ton	1 each	

3. NGSS Shipyard Support

NGSS Shipyard Support is the labor and travel required to support the Gulfport Operations Composites Manufacturing project. The labor includes Project Management, Facilities, Engineering, Finance, Supply Chain Management, and others.

- 4. Deliverables The contractor shall provide the following deliverables within 90 days of contract award.
 - 1. Project schedule listing all key milestones including start and completion dates;
 - 2. Return on investment (ROI analysis listing all assumptions;
 - 3. Proposed Metrics to be used for measuring ROI:
 - Labor efficiency: Performance to standard metrics will be reported for composite panel fabrication. Standards for comparison will be based on post Hurricane Katrina methods.
 - Quality: Metrics will be reported for void content, lamination schedules and vacuum integrity, dimensional accuracy, and acceptance rates,
 - Throughput: Metrics will report throughput expressed in material quantities per labor hour per week compared to pre-implementation throughput

The Contractor will provide metrics and their details that the Contractor will use in the normal course of its business and will submit same to the Government for approval.

- 4. Monthly metrics report (commencing at the end of the first quarter following project activation and continuing monthly for nine months thereafter) documenting ROI from metrics approved in item 3
- 5. Quarterly progress report (required until project completion).

Deliverables should be sent to Walt Koscinski

COMMANDER, NAVAL SEA SYSTEMS COMMAND ATTN: Walt Koscinski (PMS 500) WALT.KOSCINSKI@NAVY.MIL 1333 Isaac Hull Ave SE Mail Stop 2020 Washington Navy Yard, DC 20376-2020

B. Project Schedule – The contractor's proposed schedule is shown below. NGSS Gulfport Operations Composites Manufacturing upgrade began in September 2006 with the Bay 1 Slip Door. The project completes in September 2010.

Performance-based payments will be a function of the contractor's ability to successfully complete required events/milestones.

EVENT	PLANNED START DATE	PLANNED COMPLETION DATE
BAY 1 SLIP DOOR	SEPTEMBER 2006	DECEMBER 2007
BAY 2 HIGH BAY MODIFICATION	OCTOBER 2006	APRIL 2008
UNIT ASSEMBLY BAY	MARCH 2007	AUGUST 2009

MODIFICATION		
DECKHOUSE ASSEMBLY BAY	MARCH 2007	AUGUST 2009
MISCELLANEOUS OUTBUILDINGS	MARCH 2007	JUNE 2008
LAUNCH AND TEST AREA	MARCH 2009	SEPTEMBER 2010
MOLDS	OCTOBER 2006	AUGUST 2009
RELOCATE LARGE SAW	OCTOBER 2006	APRIL 2008
FIXTURES	SEPTEMBER 2008	AUGUST 2009
CLOTH LAYING CUTTING MACHINE	OCTOBER 2006	AUGUST 2009

CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

- (a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal titled Infrastructure Improvement Hurricane Recovery: Ingalls Operations Panel Assembly Line, Avondale Operations Panel Assembly Line, and Gulfport Operations Composites Manufacturing dated November 13, 2006 in response to NAVSEA Solicitation No. N00024-06-R-2311.
- (b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

CLAUSES INCORPORATED BY REFERENCE

52.215-8 Order of Precedence--Uniform Contract Format

OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM

The Government may require the delivery of the numbered line item 0002, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor at any time prior to 9 months after the completion of CLIN 0001. (End of clause)

Section D - Packaging and Marking

D-1 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

(1) name and business address of the Contractor

- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor) (Name of Requiring Activity) (City and State)

Section E - INSPECTION AND ACCEPTANCE

Items 0001 & 0003, Option Items 0002 - Inspection and acceptance shall be made at source by a representative of the cognizant Contract Administration Office.

INSPECTION

- (a) Definition. "Contractor's managerial personnel," as used in this clause, is defined in the Liability for the Facilities clause of this contract.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the facilities and work called for by this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test the facilities and work called for by the contract, to the extent practicable at all places and times, including the period of manufacture. The Government may also inspect the facilities and work at the plant or plants of the Contractor or its subcontractors engaged in the performance of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work to be performed by the Contractor under this contract or any related contract.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(End of clause)

Section F - Deliveries or Performance

Item 0001 The period of performance shall commence at contract award to end of month February 2008.

Option Items 0002 – The period of performance is from the date of option exercise through end of month February 2009.

Item (0003 -	The	period	of	performance s	hall	commence a	contract	award	to	end of	f month	Se	ptember	2010).
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F-1 DELIVERY OF DATA

Items 0001, 0002, & 0003 - The data to be furnished hereunder shall be delivered prepaid to (destination(s)) and at the time(s) specified

(e) op o		
Section G - CONTI	RACT ADMINISTRATION DATA	
a) Enter below the the SF 1449, as app	Contractor's address for receipt of payment if such addresslicable.	ress is different from the address shown
(b) Enter below th	e address (street and number, city, county, state and zip	code) of the Contractor's facility which
will administer the	contract if such address is different from the address sho	own on the SF 1449, as applicable.
·		
-		
CLAUSES INCORE	PORATED BY REFERENCE	
252.232-7003 252.232-7010	Electronic Submission of Payment Requests Levies on Contract Payments	MAY 2006 DEC 2006
CLAUSES INCORE	PORATED BY FULL TEXT	
252.204-7006 ВП	LLING INSTRUCTIONS (OCT 2005)	
When submitting a	request for payment, the Contractor shall	
(a) Identify the cor	ntract line item(s) on the payment request that reasonably	reflect contract work performance; and
(b) Separately iden	tify a payment amount for each contract line item include	ed in the payment request.
(End of clause)		

Section H - Special Contract Requirements

H-1 Accounting Treatment of Facilities and Equipment Acquired under this Contract

The Contractor shall have title to all facilities and equipment acquired or restored under this contract. However, to the extent that the Contractor is reimbursed under this contract for the costs of any such facilities and/or equipment, the facilities and/or equipment shall be considered to be "property acquired from the Government at no cost by the contractor" as set forth in FAR 31.205-11(d). Therefore, it is understood and agreed that, notwithstanding any provision in the Cost Accounting Standards or any other regulation to the contrary, the Contractor shall not be permitted to include either depreciation expenses (FAR 31.205-11) or Facilities Capital Cost of Money (FAR 31.205-10) on any such facilities and/or equipment as allowable cost under any Government contract.

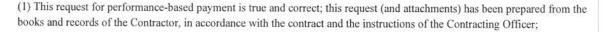
H-2 PERFORMANCE-BASED PAYMENTS

- (a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.
- (b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments in accordance with paragraph (j), but not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (h) and (i) of this clause.
- (c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion that has been or is represented as being payable.
- (2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.
- (3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.
- (d) Liquidation of performance-based payments. (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the

performance-based finance payments are on a whole contract basis, liquidation shall be by either pre-designated liquidation amounts or a liquidation percentage.

- (2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.
- (e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:
- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).
- (2) Performance of this contract is endangered by the Contractor's (i) failure to make progress, or (ii) unsatisfactory financial condition.
- (3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.
- (f) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.
- (g) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.
- (h) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:
- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (i) of this clause.
- (i) Content of Contractor's certification. As required in paragraph (h)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --



(2) (Except as reported in writing on), all payments to subcontractors and	d suppliers under this contract have been
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paid, or will be paid, currently, when due in the ordinary course of business;
(3) There are no encumbrances (except as reported in writing on) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair title;
(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated; and
(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.
(j) Performance-Based Payments Plan – The Government will provide the contractor with performance-based payments as specified in the table below based on the contractor's satisfactory completion of the specified events/milestones. For CLIN 0003 subtasks for each milestone are delineated in Section J, attachment 2. Where stated, projected dates are for reference purposes only. Payment will not be made until milestone completion is demonstrated by the contractor and is approved by the Government.

CLIN 0001

Event/Milestone	Payment Documentation	Payment Amount
Place Order with Parsons Corporation for Panel Line Equip	Certification by Navy Representative	
Commence Installation of Panel Line Equipment	Certification by Navy Representative	
Complete installation of conveyor system from butt welder to south end of the panel line	Certification by Navy Representative	
Run First Test Plates/Turnover Panel Line to Process Owner	Certification by Navy Representative	

CLIN 0002

Event/Milestone	Payment Documentation	Payment Amount
Start Part One equipment removal	Certification by Navy Representative	
Commence Installation of Panel Line Equipment	Certification by Navy Representative	
Complete installation of conveyor system from butt welder to south end of the panel line	Certification by Navy Representative	
Run First Test Plates/ Demonstrate Panel Line Integration including interface with design products and operation by Process Owner	Certification by Navy Representative	

CLIN 0003

Milestone Description	Details	Payment	Payment
		Documentation	Amount
Complete Preliminary Design & Layout of Gulfport Composites Facility	The preliminary design and layout of the Gulfport Composite Manufacturing Facility includes the site master plan, the conceptual and schematic engineering required to develop cost estimates and the submittal of required permits.	Certification by Navy Representative	
Award of Bay 2 & 5 High Bay Mods.	Purchase Order awarded for Bay 5 and Bay 2 modifications, the Turnover Bay, the Bay 1 Slip Door, a 132' building extension and the relocation of the 5-axis saw.	Certification by Navy Representative	
Order Steel for Unit Assembly and Deckhouse Erection Building	Order placed by subcontractor for the raw steel (3200 tons) for Unit Assembly and Deckhouse Erection Building.	Certification by Navy Representative	
Install Bay 2 High Bay Mod Structural Steel	Structural steel installed in Bay 2, including the complete installation of all structural steel required to construct the Turnover Bay.	Certification by Navy Representative	
Install Bay 2 High Bay Mod HVAC	Equipment installed for maintaining humidity and temperature control. Includes ductwork modification and utility connections.	Certification by Navy Representative	
Complete Miscellaneous Outbuilding	The resin mixing, resin storage and QA lab will be constructed as one building under a common roof. Included will be electrical, fire protection, HVAC, and ramps. Certificate of Occupancy received from City of Gulfport.	Certification by Navy Representative	
Complete Unit Assembly and Deckhouse Erection Building Slabs and Foundations	Slab and foundations for Unit Assembly and Deckhouse Erection Building completed	Certification by Navy Representative	
Erect Unit Assembly and Deckhouse Erection Building	Exterior walls, doors and roof of Erect Unit Assembly and Deckhouse Erection Building completed	Certification by Navy Representative	
Complete Interiors: Unit Assembly and Deckhouse Erection Building	HVAC system, electrical system, lean-to offices, and bench test facility completed. Certificate of Occupancy received from City of Gulfport	Certification by Navy Representative	
Complete Design and Award Contract for Launch & Test Area	Purchase Order awarded for construction of Launch & Test Area.	Certification by Navy Representative	
Complete Barge Slip and Sheet Pile Wall for Launch & Test Area	Sheet pile wall and tie-back system along the west side of the access canal and the translation rail system installed.	Certification by Navy Representative	
Complete Launch & Test Area	Launch and Test Area is energized and passes inspection by the City of Gulfport.	Certification by Navy	

Representative

Section I - Contract Clauses

SECTION I-1 - CLAUSES INCORPORATED BY REFERENCE I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

CLAUSES INCORPORATED BY REFERENCE

52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime	JUL 2005
	Compensation	
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of	SEP 2006
	the Vietnam Era, and Other Eligible Veterans	
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans	SEP 2006
	Of The Vietnam Era, and Other Eligible Veterans	
52.222-39	Notification of Employee Rights Concerning Payment of	DEC 2004
	Union Dues or Fees	
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds TransferCentral Contractor	OCT 2003
	Registration	
52.233-1	Disputes	JUL 2002
52.236-7	Permits and Responsibilities	NOV 1991
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.242-16	Stop-Work OrderFacilities	AUG 1989
52.243-4	Changes	AUG 1987
52.249-2	Termination For Convenience Of The Government (Fixed-	MAY 2004
	Price)	
52.249-13	Failure To Perform	APR 1984
52.249-14	Excusable Delays	APR 1984

II. DEFENSE FAR SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES:

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-	DEC 2004
	Contract-Related Felonies	
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	DEC 2006
	The Government of a Terrorist Country	
252.219-7003	Small, Small Disadvantaged and Women-Owned Small	APR 1996
	Business Subcontracting Plan (DOD Contracts)	
252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.226-7001	Utilization of Indian Organizations and Indian-Owned	SEP 2004
	Economic Enterprises, and Native Hawaiian Small Business	
	Concerns	

SECTION I-2 - CLAUSES INCORPORATED IN FULL TEXT

CLAUSES INCORPORATED BY FULL TEXT

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR at http://www.arnet.gov/far/ & DFARS at http://www.acq.osd.mil/dp/dars/dfars.html

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any <u>insert regulation name</u> (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

SECTION J: LIST OF ATTACHMENTS

J-1 The Attachments forming a part of this solicitation are as follows:

Attachment 1 – Financial Data Accounting Sheet (to be provided at contract award)

Attachment 2 - Performance Based Milestones by Subtask

CONTRACT FINANCIAL ACCOUNTING DATA SHEET

1.CONTRA	CT NUMBER	(CRITICAL)	2. SPIIN	I (CRITIC	CAL)	3.	MOD	(CRITICAL	_)	4. PR NU	JMBER				
N00024070	C2309			000			(00		N00024	07FR58028.0	00			
5. CLIN/SLIN		ACCOUNTING B. APPROPRIATION (CRITICAL)	C. SUBHEAD (CRITICAL)	OBJ	E. PARM	F. RFM	G. SA	H. AAA (CRITICAL)	I. TT	J. PAA	K. C	OST CO	DE	7. AMOUNT (CRITICAL)	NAVY INTERNAL USE ONLY REF DOC/ACRN
0003	AA	17 6 1811	15H1	310	WA	SKC	0	068342	2D	000000	07207	200	0000		N0002406AF215H1
0001 AA	АВ	17 6 1811	15H1	312	WA	SKA	0	068342	2D	000000	07207	200	0000		N0002406AF215H1
												GE TO		86,254,072.00	
											GRA	ND TOT	ΓAL:	86,254,072.00	
PREPARED)/AUTHORIZ	ED BY:						COMPTE	ROLL	ER APPROV	By Dire	ction of		YS//	_
							DA	TE: 06-JUL	2007						

Attachment 2 - Performance Based Milestones by Subtask

Attachment 2 –	Performance	Based Milestones by Subtask CLIN 0003 (Gulfport Com	nosites Facility\
Milestone	Milestone	Details	
Description	Amount	Details	Subtasks
Complete Preliminary Design & Layout of Gulfport Composites Facility	, runoun	The preliminary design and layout of the Gulfport Composite Manufacturing Facility includes the site master plan, the conceptual and schematic engineering required to develop cost estimates and the submittal of required permits.	Site Master Plan and conceptual and schematic engineering completed
			2. Required permits submitted
Award of Bay 2 & 5 High Bay Mods.		Purchase Order awarded for Bay 5 and Bay 2 modifications, the Turnover Bay, the Bay 1 Slip Door, a 132' building extension and	Design details for relocation of Large Saw
	the relocation of the 5-axis saw.	Bay 1 Slip Door: Bid Documents for Vendor Selection	
			Bay 2 Modification: Structural Design and Details to Construct Turnover Bay
			Bay 2 Modification: Detail Design for Temperature and Humidity Control
			 Bay 2 Modification: Detail Design for Electrical Utilities, Lighting and Grounding
			6. Bay 1 Slip Door: Selected Vendor Arrives on Site
			7. Bay 2 Modification: Vendor Awarded Subcontract for Project
			8. Award Contract to OEM for the Relocation of Large Saw
		Bay 2 Modification: Vendor Arrives On Site, Submits Schedules and Project Plan	
Order Steel for Unit Assembly and Deckhouse Erection Building		Order placed by subcontractor for the raw steel (3200 tons) for Unit Assembly and Deckhouse Erection Building.	Complete Design for Contract Bid Documents for Structural Steel for Unit Assembly and Deckhouse Erection Building
			2. Review and Approve Detailed Vendor Shop Drawings for Structural Steel Fabrication for Unit Assembly and Deckhouse Erection Building

		3. Order Placed for Raw Steel for Unit Assembly and Deckhouse Erection Building
		Cloth Laying Cutting Machine: Issue RFP for design of equipment based on required criteria
		5. Molds: Complete layout and detailed design of new molds, dust collection and smart mold technology
		6. Cloth Laying Cutting Machine: Review of proposal submitted and selection of vendor for detail design
		Bridge Crane: Award of contract for upgrade of trolleys for existing crane
		8. Bridge Crane: Award of contract for crane for turnover bay
Install Bay 2 High Bay Mod Structural Steel	Structural steel installed in Bay 2, including the complete installation of all structural steel required to construct the Turnover Bay.	Review and Approve Fabrication Shop Drawings for Bay 2 Modification
		2. Install, pile, footings, and slabs
		Procure Material and Fabricate Steel
		Steel Delivered to Site and Erected in Place
		5.Molds: contract awarded for the complete project
		Molds: Review and approval of detail fabrication and assembly drawing
		7. Deckhouse Assembly Bay: Complete design for contract bid documents to include concrete, steel, HVAC, and electrical
Install Bay 2 High Bay Mod HVAC	Equipment installed for maintaining humidity and temperature control. Includes ductwork modification and utility connections.	Bay 1 Slip Door Manufactured and Arrives on Site
		2. Bay 1 Building Modification and Door Install Complete
		Bay 2 Exterior Walls and Roofing Installed
		4. Bay 2 HVAC Equipment and Controls Installed
		Bay 2 Electrical Equipment and Controls Installed
		6. Cloth Laying Cutting Machine: Vendor submits details for design of scale model

		7. Bridge Crane: Factory site visit and acceptance
		Bridge Crane: Factory site visit and acceptance
		Bridge Crane: Award of contract for 3 cranes to be used in the assembly bays
Complete Miscellaneous Outbuilding	The resin mixing, resin storage and QA lab will be constructed as one building under a common roof. Included will be electrical, fire protection, HVAC, and ramps. Certificate of Occupancy received from City of Gulfport.	Completed Contract Bid Documents for Outbuilding, Site, HVAC, Electrical and Finishes
		2. Vendor Awarded Subcontract for Outbuilding Project
		Vendor arrives and sets up on site. Submits Schedules and Project Plan.
		Install, Pile, Footings and Slabs Review and Approve Manufacturers Drawings for Buildings. Release for Fabrication. Buildings Delivered to Site and Erected, Including Structural Steel, Siding, Roofing and Insulation.
		6. HVAC Equipment and Controls Installed
		7. Electrical Equipment and Controls Installed 8. Interior Finishing and Outfitting of Buildings Completed 9. Exterior Site Paving and Drainage, Cleanup Complete
		Certificate of Occupancy for Outbuilding received from City of Gulfport.
		11. Relocate Large Saw: Turnover to NGSS and initial production runs
		12. Bridge Crane: Field install, test and commission into service
Complete Unit Assembly and Deckhouse Erection Building Slabs and Foundations	Slab and foundations for Unit Assembly and Deckhouse Erection Building completed	Complete Design for Contract Bid Documents to Include Concrete, HVAC and Electrical for Unit Assembly and Deckhouse Erection Building

		Vendor Selected for the Construction of the Project Unit Assembly and Deckhouse Erection Building
		Subcontractor Arrives on Site and Submits Schedule and Project PlanUnit Assembly and Deckhouse Erection Building
		Piles, Concrete Foundation and Slabs installed for Unit Assembly and Deckhouse Erection Building
		5. Molds: Turnover to NGSS and initial production runs
Erect Unit Assembly and Deckhouse Erection Building		Vendor Erects Fabricated Building Steel On Concrete Foundation for Unit Assembly and Deckhouse Erection Building
		2. Vendor Installs Roof and Wall Systems Including Door and Insulation for Unit Assembly and Deckhouse Erection Building
		Fixtures: Complete design and material take offs
		4. Fixtures: Issue purchase orders to steel suppliers
		Molds: Subcontract to erect and install tables to required locations, elevations, and tolerances
		6. Molds: Installation of smart mold controls
		Bridge Crane: Factory site visit and acceptance
Complete Interiors: Unit Assembly and Deckhouse Erection Building	HVAC system, electrical system, lean-to offices, and bench test facility completed. Certificate of Occupancy received from City of Gulfport	HVAC Equipment and Controls Installed for Unit Assembly and Deckhouse Erection Building
		Electrical Equipment and Controls Installed for Unit Assembly and Deckhouse Erection Building
		Certificate of Occupancy for Unit Assembly and Deckhouse Erection Building received from City of Gulfport

		Cloth Laying Cutting Machine: Complete construction of scale model and demonstrate at vendor site
		5. Molds: Demonstration and acceptance tests with NGSS personnel
		Fixtures: Receive and stage material
		7. Fixtures: Set crews up to begin fabrication with equipment and support
		Bridge Crane: Field install, test, and commission into service
Complete Design and Award Contract for Launch & Test Area	Purchase Order awarded for construction of Launch & Test Area.	Complete Design for Launch and Test Area to Include Pile, Foundation, Utilities, Railway and Barge Slip
		2. Vendor Selected for the Construction of the Launch and Test Area
		Cloth Laying Cutting Machine: Submittal of details and specifications for production model
		4. Cloth Laying Cutting Machine: Vendor procures required materials and begins fabrication
		5. Cloth Laying Cutting Machine: Visit to vendors site for acceptance test
		6. Cloth Laying Cutting Machine: Equipment erected on site
		7. Cloth Laying Cutting Machine: Vendor demonstration, training, and acceptance tests stimulating production runs with NGSS Personnel
Complete Barge	Sheet pile wall and tie-back system along	Vendor Arrives On Site, Submits Schedules and Project Plan
Slip and Sheet Pile Wall for Launch & Test Area	the west side of the access canal and the translation rail system installed.	for Launch & Test Area
		2. Install, Concrete Foundation with Embedded Translation for Launch & Test Area
		3. Install Sheet Pile Wall, Bulkhead and Dredging for Launch & Test Area

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		4. Fixtures: Complete fabrication of all fixtures
		5. Cloth Laying Cutting Machine: Turnover to NGSS and initial production runs
Complete Launch & Test Area	Launch and Test Area is energized and passes inspection by the City of Gulfport.	Install required utilities and Electrical in Launch Area for Tests
		2. Complete Site Improvements for Launch and Test Area and Close Out
		3. Launch and Test Area passes City of Gulfport inspection.