

DELIVERY ORDER

DRAFT

1. CONTRACT NO. N00178-04-D-4139	2. DELIVERY ORDER NO. HR0102	3. EFFECTIVE DATE ORIG 12/02/2005 MOD 03/10/2006	4. PURCHASE REQUEST NO. N61331-06-MR-56456
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5. ISSUED BY NSWC, PANAMA CITY Donald D McManus XPS2 110 Vernon Avenue Panama City, FL 32407-7001 donald.d.mcmanus@navy.mil 850-235-5392 Ext.	CODE N61331	6. ADMINISTERED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City, FL 32407-7001	CODE N61331
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7. CONTRACTOR Technology Service Corporation 1900 S. Sepulveda Blvd. Suite 300 Los Angeles, CA 90025-5659 TIN: 95-4399083	CODE 61308	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Indianapolis 8899 East 56th Street Indianapolis, IN 46249	CODE HQ0347
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13. TYPE OF ORDER	<input checked="" type="checkbox"/> D	<input checked="" type="checkbox"/> 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.
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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.

Technology Service Corporation

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 By: M. Hines	03/03/2006 CONTRACTING/ORDERING OFFICER	22. TOTAL \$429,893
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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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The purpose of this modification is as follows: Add incremental funding of [REDACTED] to this order, which would bring the total amount funded to [REDACTED].

Appropriate Funds are obligated under Req# 60530937 in the amount of [REDACTED] and the amount of [REDACTED] under Req # 60530940.

Req # 60530937 [REDACTED]

10002 ACRN: AA RCP# 05-2531M 9750400 1134 1300 P266D 353999 BD17414000 S49012

Req # 60530940 [REDACTED]

10003 ACRN: AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31E6C0505102

THE CONTRACTOR IS ONLY OBLIGATED TO CONTINUE PERFORMANCE UP TO THE POINT AT WHICH THE TOTAL AMOUNT PAYABLE BY THE GOVERNMENT IS EQUAL TO THE FUNDED AMOUNT. UNDER NO CIRCUMSTANCES WILL THE GOVERNMENT BE LIABLE FOR PAYMENT OF COSTS OR FEE IN EXCESS OF THE FUNDED AMOUNT.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

1000 Non Personal Services, Materials and Facilities necessary to provide Engineering & Technical Support Services for The Defense Threat Reduction Agency (DTRA) FY06 GIS Support Tasks.

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
100001	Non Personal Services, Materials and Facilities necessary to provide Engineering & Technical Support Services for The Defense Threat Reduction Agency (DTRA) FY06 GIS Support Tasks, (RDT&E)	3800.0 LH			

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
100002	Incremental Funding in the amount of \$160,000.00 (RDT&E)	0.0 LH	\$0	\$0	\$0

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
100003	Incremental Funding in the amount of \$160,000.00 (RDT&E)	0.0 LH	\$0	\$0	\$0

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

See attached statement of work titled "THE DEFENSE THREAT REDUCTION AGENCY (DTRA) FY06 GIS SUPPORT TASKS," 3 PAGES.

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SECTION D PACKAGING AND MARKING

Packaging and Markings shall be to best commercial practices.

SHIP TO:

All deliverable items shall be shipped to:

Naval Support Activity Panama City

Attn: Receiving Officer

101 Vernon Avenue

Panama City FL 32407

FOB: DESTINATION

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at Destination Naval Surface Warfare Center Panama City.

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SECTION F DELIVERIES OR PERFORMANCE

Deliveries shall be FOB Destination Panama City Beach Florida. The performance period for this Task Order shall be from Date of Award through 30 Sept 2006.

SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID	PR Number	Amount
100001	52863294	[REDACTED]
LLA : 9750400 1134 1300 P266D 253999 BD17414000 S49012 Standard Number: RCP # 052531M		
MOD 2		
100002	60530937	[REDACTED]
LLA : RCP# 05-2531M 9750400 1134 1300 P266D 353999 BD17414000 S49012 Incremental Funding in the amount of [REDACTED]		
100003	60530940	[REDACTED]
LLA : AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31E6C0505102 Incremental Funding in the amount of [REDACTED]		

Contract Specialist
Donald D McManus, XPS2
110 Vernon Ave.
Panama City, FL 32407
donald.d.mcmanus@navy.mil
850-235-5392

Task Order Manager
Michael J Adams, R06
110 Vernon Ave.
Panama City, FL 32407
michael.j.adams@navy.mil
850-235-5337

MAIL INVOICES TO:

DEFENSE THREAT REDUCTION AGENCY/BDFE JOHN GOOCH
8725 JOHN J KINGMAN ROAD

INVOICING INSTRUCTIONS

(a) The contractor shall submit vouchers not more often than every two weeks for each individual Task order, no more than 30 days after invoiced costs are incurred. The vouchers shall contain the following statement signed by an authorized company representative:

This is to certify that the services set forth herein were performed during the period stated.

Contractor's Authorized Representative

Date of Invoice/Voucher

(b) The vouchers shall be prepared in accordance with this clause and the clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8), and shall include:

- (1) Contract and Task order number.
- (2) Costs incurred and fixed fee billed.
- (3) Direct labor hours by labor category.
- (4) Other direct costs to be specified and substantiated.

(c) The contractor shall forward the original plus two copies of each voucher to the cognizant DCAA office

and one copy to the Contracting Officer's Representative (COR). DCAA will review and approve the vouchers for payment and forward them to the Contracting Officer (CSS Code XPS2). (The contractor shall make necessary provisions for DCAA to forward the vouchers to the Contracting Officer, such as a pre-addressed stamped envelope). The Contracting Officer will then approve the vouchers and forward them to the cognizant paying office for payment.

(d) If the contractor has explicit authorization from DCAA for direct submission of public vouchers, the original plus two copies may be forwarded directly to the Contracting Officer instead of DCAA. Depending on DCAA requirements, the first and final vouchers for each delivery order may still need to be approved by DCAA before being forwarded to the Contracting Officer. If required, the contractor shall forward the original and two copies of the first and final vouchers to the cognizant DCAA office instead of the Contracting Officer, and make provisions for DCAA to forward the approved vouchers to the Contracting Officer.

(d) The Contracting Officer will certify all approved vouchers and forward them to the cognizant paying office for payment.

(e) The COR will review his copy of the voucher and notify the Contracting Officer of any deficiencies. The Contracting Officer will be responsible for taking an appropriate offset on a subsequent voucher and notifying the contractor in writing of the action taken. The contractor shall be required to resolve the billing discrepancy with the Contracting Officer and resubmit a separate voucher covering any disputed portion.

SECTION H SPECIAL CONTRACT REQUIREMENTS

Applicable Section H Special Contract Requirements are specified in the basic MAC document.

NAVSEA 5252.216-9122 -- LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 3,800 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that -0-man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance

by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \frac{\text{Fee (Required LOE - Expended LOE)}}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative work plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this

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requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty‑five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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SECTION I CONTRACT CLAUSES

Applicable Section I clauses are contained in the Basic MAC document.

52.222-41 Service Contract Act (1965)

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SECTION J LIST OF ATTACHMENTS

Statement of Work

Contract Data Requirements List, DD Form 1423