

DELIVERY ORDER

DRAFT

1. CONTRACT NO. N00178-04-D-4139	2. DELIVERY ORDER NO. HR0104	3. EFFECTIVE DATE ORIG 12/02/2005 MOD 12/15/2006	4. PURCHASE REQUEST NO. N61331-06-MR-58866
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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	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	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.
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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

Michael Syracuse, CFO

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: Mark P Ross CONTRACTING/ORDERING OFFICER	08/28/2006	22. TOTAL \$429,893.00
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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		

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. \$429,893.00

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	\$400,422.00	\$29,471.00	\$429,893.00

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	\$0.00	\$0.00	\$0.00

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	\$0.00	\$0.00	\$0.00

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
100004	Incremental Funding in the amount of \$50,000.00 (RDT&E)	0.0 LH	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000			\$0.00
300004		1.0 Lot	\$0.00

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 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.

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(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

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(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 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 J LIST OF ATTACHMENTS

Statement of Work

Contract Data Requirements List, DD Form 1423