DELIVERY ORDER

1. CONTRACT NO: N00178-04-D-4139
2. DELIVERY ORDER NO: 0002
3. EFFECTIVE DATE: 11/29/2004
4. PURCHASE REQUEST NO: N61331-65-NR-00039

5. ISSUED BY: NSWC, PANAMA CITY
   Todd Duncan, XPS2
   110 Vernon Avenue
   Panama City, FL 32407-7051
   todd.duncan@navy.mil 850-235-5817 Ext.

6. ADMINISTERED BY: CODE: N61331

7. CONTRACT: CODE: 6-1308

Technology Service Corporation
400 S. Sepulveda Blvd, Suite 330
Los Angeles, CA 90025-5659
TIN: 95-4399683

8. FACILITY: See Section F

9. DELIVERY DATE: See Section G

10. SHIP TO: See Section D

   IDAS Charleston Vendor Pay Code FP
   P.O. Box 118054
   Charleston, SC 29423-8054

11. PAYMENT WILL BE MADE BY: CODE: N68892

12. TYPE OF ORDER: X

   The above order is placed on an existing Government agency or in accordance with prior written agreement.

   The contractor confirms acceptance of the offer represented in the numbered purchase order as it may be previously modified or is now modified, subject to all of the terms and conditions set forth and agrees to ship and deliver the same.

   Technology Service Corporation
   NAME OF CONTRACTOR
   SIGNATURE
   TYPE N AND TITLE
   DATE SIGNED

13. ACCOUNTING AND APPROPRIATION DATA

   See Section G

14. ITEM NO: See the Following Pages

15. SCHEDULE OF SUPPLIES/SERVICES

   17. QUANTITY

   18. UNIT
   19. UNIT PRICE
   20. AMOUNT

   TOTAL

   $146,142

   By: Robert D. Kuczanski

   11/29/2004

   CONTRACTING OFFICER

SECTION DESCRIPTION
1. SUPPLIES AND SERVICES AND PRICES
2. INSPECTION/RECEIPT/STATEMENT
3. CONTRACT CLAUSES
4. PACKAGING AND MARKING
5. QUALITY
6. DELIVERY OR PERFORMANCE
7. CONTRACT ADMINISTRATION DATA

15.2 $146,142

15.4 $146,142
GENERAL INFORMATION

The task order has been awarded for the Cost Plus Fixed Fee amount of [redacted]. The Level of Effort for the task order is 1,380 hours. Additional invoicing instructions have been provided in Section G.

This is a competitive procurement. Questions and comments shall be submitted to the Contract Specialist via e-mail (Todd.Doucett@navy.mil). It is anticipated that the resulting Task Order shall be Cost Plus Fixed Fee Term (Level of Effort).

In the event the SeaPort system is not operational, experiences technical difficulties, or a contractor temporarily unable to access or use the system, the Contractor shall immediately notify the Contract Specialist identified in Section G. The Contract Specialist shall allow manual submission of written proposals in these circumstances.
<table>
<thead>
<tr>
<th>Item</th>
<th>Supplies/services</th>
<th>Q'ty</th>
<th>Unit Est. Cost</th>
<th>Fixed Fee</th>
<th>CPF</th>
<th>Description</th>
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<tbody>
<tr>
<td>0001A</td>
<td>Non-personal services and materials</td>
<td>3000.0 L/h</td>
<td>3000.0 L/h</td>
<td>3000.0 L/h</td>
<td>3000.0 L/h</td>
<td>Description</td>
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</table>
SECTION C DESCRIPTIONS AND SPECIFICATIONS

See attached statement of work.
SECTION 2: INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be performed at destination.
SECTION F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The performance period for this Delivery Order shall be the date of award thru 31 March 2005.
SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

<table>
<thead>
<tr>
<th>ELMSID</th>
<th>PW Number</th>
<th>Incremental Award</th>
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</thead>
<tbody>
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<tr>
<td>1DA</td>
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</table>

Contract Specialist
Todd Doucett, XP22
150 Vermont Ave.
Panama City, FL 32407
Todd.Doucett@navy.mil
850-235-5877

INVOICING INSTRUCTIONS

(a) The contractor shall submit vouchers not more than 90 days after completion of each delivery order, no more than 90 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.

(b) The contractor's Authorized Representative

Date of Invoice/Voucher

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 delivery order number.
(2) Costs incurred and paid, including 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 (CES Code XP22). (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 officer 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.

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

(f) 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 action 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

No Special Contract Requirements
SECTION I CONTRACT CLAUSES

See the basic contract for the applicable Section I clauses.
SECTION J LIST OF ATTACHMENTS

Statement of Work
CDRLS, D01423