

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-04-D-4072	2. DELIVERY ORDER NO. HR0203	3. EFFECTIVE DATE ORIG 09/28/2006 MOD 06/07/2007	4. PURCHASE REQUEST NO. N61331-07-MR-59364
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5. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 Stacy.Figlinski@navy.mil 850-235-5842	CODE N61331	6. ADMINISTERED BY DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A
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7. CONTRACTOR Sverdrup Technology, Inc. 600 William Northen Blvd. PO Box 884 Tullahoma TN 37388	CODE 07486	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

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43213	CODE HQ0338
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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.

Sverdrup Technology, Inc.	Gary L. Thomas Contracts Manager	07/02/2007
NAME OF CONTRACTOR	SIGNATURE	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: Wanda A Cutchin CONTRACTING/ORDERING OFFICER	07/03/2007	22. TOTAL
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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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GENERAL INFORMATION

The purpose of this modification is to:

- a. Deobligate funding in the amount of from ACRN AB to correct an over funding error for CLIN 1000. This will return CLIN 1000 to its correct funding balance of .
- b. Deobligate funding in the amount of from ACRN AC. Additional funding in the amount of was provided in modification 02 to allow for specific tasking within the scope of the original Contract as outlined in Statement of Work paragraphs 3.2.1 and 3.2.2. That tasking has ended and an outstanding balance remains which is being returned to the Government in the amount of
- c. The entire funded amount of CLIN 1000 has changed from to as a result of modification 02 and this modification 03. 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 decreased by from to

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Provide labor and other direct costs as specified in the Statement of Work and further delineated in individual task letters. Travel costs are estimated NTE	LH			

(RDT&E)

100001 INCREMENTAL FUNDING

100002 INCREMENTAL FUNDING

100003 INCREMENTAL FUNDING

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1001	Provide labor and other direct costs as specified in the Statement of Work and further delineated in individual task letters. Travel costs are estimated NTE	LH			

(RDT&E)

Option

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1002	Provide labor and other direct costs as specified in the Statement of Work and further delineated in individual task letters. Travel costs are estimated NTE	LH			

(RDT&E)

Option

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Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Provide labor and other direct costs as specified in the Statement of Work and further delineated in individual task letters. Travel costs are estimated NTE	LH			
	(RDT&E) Option				

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001	Provide labor and other direct costs as specified in the Statement of Work and further delineated in individual task letters. Travel costs are estimated NTE	LH			
	(RDT&E) Option				

EXERCISE OF OPTIONS

If the Government determines that an option will be exercised, then exercise of that option will occur prior to the end of the current contract year. See Award Term Plan in Section H.

According to the Task Order Manager, this contract will be incrementally funded every quarter.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

31 May 2006

STATEMENT OF WORK FOR LITTORAL COMBAT SHIP (LCS) REQUIREMENTS DEVELOPMENT SUPPORT

SEAPORT-e PR N61331-06-NR-55628

Purchase Request N00178-61244953

1.0 SCOPE

LCS is part of the Surface Combatant "Family of Ships": In addition to the U.S. Navy's next-generation destroyer, DDG 1000, and cruiser, CG(X), the Surface Combatant Family of Ships concept calls for the introduction of a new Littoral Combat Ship (LCS). The LCS platform will utilize reconfigurable mission modules, that when integrated form a mission package. LCS Mission Packages will be optimized for flexibility in the littorals. Mission package capabilities are currently focused on three primary mission areas; 1) Mine warfare emphasizing mine countermeasures (MIW), 2) Littoral anti-submarine warfare (ASW), and 3) Littoral surface warfare operations emphasizing prosecution of small boats (SUW).

A 15 August 03 ASN(RDA) memo directed the establishment of the LCS Mission Module Program Office in PEO LMW to assume full responsibility for proceeding to the requisite milestone decisions in support of the LCS system. This responsibility includes performing the nonrecurring engineering, development, subsystem procurement and platform integration associated with the anticipated number of individual mission systems. PMS 420, the LCS Mission Modules Program Office, was established on 1 October 03.

The LCS Mission Modules Program Office (PMS 420) has designated Naval Surface Warfare Center Panama City (NSWC PC) to develop and integrate the Mine Warfare Mission Module aboard the LCS ship. This Statement of Work (SOW) describes the requirement for a level of effort of support in the areas of requirements development and management for the LCS MIW Mission Package.

2.0 APPLICABLE DOCUMENTS

The following documents, of the exact issue shown, form a part of this SOW to the extent specified herein. In the event of conflicts between the document referenced herein and the contents of the SOW, the contents of this SOW shall take precedence. Second tier and lower reference documents (i.e., documents referenced in the primary reference) shall be for guidance only.

2.1 Military Specifications/Standards

- (a) MIL-STD-2525B Common Warfighting Symbolology, 30 January 1999
- (b) MIL-STD-1472F Human Engineering, 23 August 1999

2.2 Other Documents

- (a) DoDD 5000.1 The Defense Acquisition System, 12 May 2003
- (b) DoD Architecture Framework Working Group v1.0, 16 January 2003
- (c) Concept of Operations for the Littoral Combat Ship (LCS), December 2004
- (d) TEIN J1666, Littoral Combat Ship (LCS) Test and Evaluation Master Plan (TEMP), ACAT IAM

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(e) Littoral Combat Ship (LCS) Capability Development Document (CDD), Final, Flight 0, April 2004

(f) System Performance Description, 19 January 2005

(g) Interface Control Document, v1.2, 11 October 2005

(h) Single Acquisition Management Plan (SAMP) for The Littoral Combat Ship Mission Module Program;
December 2004

(i) Software Engineering Institute (SEI), DOD Office of the Under Secretary of Defense for Acquisition,
Technology, and Logistics [OUSD (AT&L)], CMMI Steering Group, CMMI A-Specification, version 1.6,
6 February 2004

3.0 REQUIREMENTS

3.1 Project and Administrative Support

The Contractor shall provide all labor and materials necessary to provide the level of effort of support for the LCS MIW Mission Package Systems Engineering and Requirements efforts using the guidance of the documents listed in SOW paragraph 2.0 Support will be required in the following areas:

3.1.1 Meeting Support

The contractor shall support the LCS MIW MP SYSTEMS ENGINEERING by preparing presentations, briefings, reports and other materials, as required. This shall include, but is not limited to, preparation of agendas and briefings for in-progress reviews (IPRs) [CDRL A001]. Agendas and briefings shall be delivered within five working days of receipt of government materials/information; two working days shall be allowed for comments. Final versions of agendas and briefings, incorporating those comments, shall be delivered at least 24 hours prior to the meeting.

The contractor shall host/attend specified planning meetings, update management plans and schedules, and provide input to cost control reports. The contractor shall attend designated Working Group Meetings and IPRs and provide technical synopses of discussions, briefings, reports and action items generated during those meetings [CDRL A002] within five days of completion of the meetings.

The contractor shall assist in arranging for and coordinating facilities to support meetings and reviews for the LCS MIW MP SYSTEMS ENGINEERING. If classified meetings are required, the contractor will be given advance notice to ensure secure facilities are available for such meetings.

3.1.2 Monthly Status Reports

The contractor shall monitor cost expenditures, activities undertaken, and progress toward completion of work. Monthly Status Reports (MSR) shall be delivered monthly by the 5th of each month starting the first month after contract award [CDRL A003]. The MSR shall include:

- (a) a narrative summary of the work performed and the results obtained
- (b) anticipated activities for the following month
- (c) an explanation of deviations from last month's projections
- (d) current or projected problems and issues being worked by the contractor

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(e) current or projected problems and issues requiring government attention

(f) trip reports or travel performed including highlights/summaries of technical discussion(s), action items,

and a list of attendees

3.2 Engineering and Technical Support

The contractor shall provide engineering and technical support to develop and coordinate LCS requirements. All engineering and technical support efforts associated with this task shall comply with NSWC PC directed Capability Maturity Model Integrated (CMMI) requirements.

3.2.1 Requirements Development

The contractor shall technically support NSWC PC in deriving, maintaining and tracking of requirements for LCS Mission Package. The contractor shall analyze current requirements documentation and make recommendations for changes as inputs become available. This documentation is understood to include final and intermediate drafts of the Capability Development Document (CDD), the Interface Control Document (ICD), and the System/Subsystem Specification. As new requirements documentation is provided by the Requirements Task Lead, the contractor shall have 15 working days to provide recommended changes.

As required, the contractor shall update the System Subsystem Specification (SSS) [CDRL A004] for LCS Flight 0, based on requirements documentation provided. An updated draft of the SSS will be delivered by 90 days after contract award for comment. The Government will subsequently have 10 working days to review and provide comments. The contractor shall incorporate Government comments and deliver a second draft within 15 working days after the receipt of those comments. After a detailed government review and comments, a final draft of the SSS will be delivered by 180 days after contract award.

The contractor shall perform requirements support for systems such as C2, USV, MIW, and training. Requirements from each of these systems shall be linked through the DOORS database. The contractor shall also support the Mission Package Integration (MPI) effort by participating in weekly working group meetings and making the DOORS database available.

The contractor shall also automate the production of the LCS SSS and SRVM as well as other documents as needed. This shall be accomplished using DXL scripting in the Dynamic Object-Oriented Requirements System (DOORS). The contractor shall use the DXL scripting capability to extend the DOORS ability to complete complex tasks such as reporting, creating dialog boxes, setting triggers, and automating repeatable processes. The contractor shall employ the DXL Tracking capability within DOORS to import system-level documents, designate requirements statements, and manage those requirements through analysis, design and testing phases of development. DOORSNet shall be used as an aid in generating verification matrices to dynamically aid testing. The contractor shall provide an update of written documentation detailing the procedures required to install and execute these scripts [CDRL A005] within 10 working days after award of the contract. The Government will subsequently have 10 working days to review and provide comments. The contractor will deliver a final draft of the procedures incorporating Government comments within 5 working days of their receipt.

3.2.2 Requirements Management

The contractor shall technically support NSWC PC in the management of existing and future LCS requirements. This task includes the management of modifications, deletions, additions to the existing body of requirements (change control), and dissemination of new requirements, as well as the tracing of said requirements to related documents and artifacts, using an automated requirements management tool/database such as DOORS.

The contractor shall provide a report of the database contents on a basis as required by the Government [CDRL A005].

3.3 Travel

Travel to support this SOW is expected to include two trips for one person for 5 days each to Washington, D. C. for

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Technical Coordination Meetings with the sponsor each year.

In the base year only one trip to Washington, D.C. will be replaced with a trip to Panama City, FL from Huntsville, AL by non-key personnel Jeffrey Dutton.

The contractor must demonstrate extensive experience and agility with the items/subsystems in the LCS SEI environment. Previous experience in requirements management and use of DOORS and DOORSNet is critical to prevent undue schedule delays for new contractor personnel to come up to speed.

4.0 GOVERNMENT FURNISHED PROPERTY

4.1 Government Furnished Information (GFI)

NSWC PC will provide technical documentation in the form of program plans, draft program schedules, technical drawings and specifications, and input to presentation materials throughout the delivery order period of performance as requested or as it becomes available for use. The contractor shall return said GFI to NSWC PC upon completion of the delivery order. The government shall provide the contractor access to LCS architecture drawings, official web sites, designated installations, and LCS systems as required.

4.2 Government Furnished Equipment (GFE): None

4.3 Government Furnished Material (GFM): None

5.0 DELIVERABLES

All data deliverables shall be delivered in accordance with the schedule as specified in the attached Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A. All documentation generated by the contractor shall be provided on CD-ROM in MS Office compatible files or other applicable format as required by the requirements management tool used for the project. Unclassified submittals may be made as attachments to e-mail messages to addressees listed in the CDRLs. NOTE: Minimum Protection Requirements for Controlled Unclassified Information: Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., FOUO, Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

6.0 PERIOD OF PERFORMANCE

The period of performance shall be from the issuance of the award through five years after award.

7.0 SECURITY

Tasks performed under this delivery order will require contractor personnel to have access to Secret documents. Therefore, up to and including a SECRET security clearance is required. Provisions of the attached DD Form 254 apply.

8.0 DISTRIBUTION LIMITATION STATEMENTS

Technical documents generated under this delivery shall carry the following distribution limitation statement on the cover and title page (if any) of the document. Word-processing/CAD files shall have statements included in the file such that the first page of any resultant hard copy shall display the statements. For drawings, the statement shall be as near the title block as possible without obscuring any detail on the drawing. Additionally, each diskette or disk delivered shall be marked externally with the statements.

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS; ADMINISTRATIVE/ OPERATIONAL USE, (DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER – PANAMA CITY, ATTN: CODE L12, 110 VERNON AVENUE, PANAMA CITY FL 32407-7001.

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DESTRUCTION NOTICE - For Classified Documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual, Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation. For Unclassified, Limited Documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

9.0 RELEASE OF INFORMATION

All technical data provided to the contractor by the government will be protected from public disclosure in accordance with the marking contained thereon. All other information relating to items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the authorized representative of the contracting officer. Dissemination of public disclosure includes, but is not limited to, permitting access to such information by foreign national or by any person or entity, publication of technical or scientific papers, advertising, or any other proposed public release. The contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access by the government.

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SECTION D PACKAGING AND MARKING

The clauses in Section D of the Basic Contract apply.

All technical data shall be delivered in accordance with the attached Contract Data Requirements List (DD Forms 1423-2).

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance of services shall be at the Naval Surface Warfare Center Panama City, Florida

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

SUBCLIN 1000 date of award through 12 months

The following delivery schedule applies to the Option CLINs if exercised:

SUBCLIN 1001 exercise of option through 12 months

SUBCLIN 1002 exercise of option through 12 months

SUBCLIN 4000 exercise of option through 12 months

SUBCLIN 4001 exercise of option through 12 months

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SECTION G CONTRACT ADMINISTRATION DATA

CONTRACT SPECIALIST:

Stacy Figlinski, Code XPS1

110 Vernon Avenue

Panama City, FL 32407

stacy.figlinski@navy.mil

850-235-5842

TASK ORDER MANAGER:

James Finklea, Code L12

110 Vernon Avenue

Panama City, FL 32407

james.a.finklea@navy.mil

850-234-4882

INVOICING INSTRUCTIONS

In accordance with the DCAA memorandum dated 16 April 1998, Jacobs Sverdrup has received authorization for direct submission of public vouchers. Invoicing instructions are specified in the basic contract. Jacobs shall submit their public vouchers electronically to their cognizant DFAS Office, using Wide Area Work Flow (WAWF) or other DFAS approved electronic systems. An informational copy must be provided to the Task Order Manager and the Contract Specialist identified in Section G.

Accounting Data

SLINID	PR Number	Amount
100001	61244953	
LLA :		
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31A9V0602401		
MOD 2		
100002	70755772	
LLA :		
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31A9V0702401		
MOD 3		
100003	70755770	
LLA :		
AC 97X4930 NH1E 000 77777 0 000178 2F 000000 31AGA0702101		

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MOD 3
100002 70755772
LLA :
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31A9V0702401

100003 70755770
LLA :
AC 97X4930 NH1E 000 77777 0 000178 2F 000000 31AGA0702101

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

CONTRACT SECURITY CLASSIFICATION SPECIFICATION

The offeror shall complete block 6 of the attached DD254 (and block 8 if applicable), and furnish a completed copy with its offer.

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 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:

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

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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 underrun; (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 during the first 120 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions 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;

(3) The hourly rates of the incumbent and the proposed substitute; and

(4) 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.

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request

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for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

(e) Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes (in the format provided herein) shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

(f) Requests for post award approval of additional and/or replacement key and non-key personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist [Stacy Figlinski] and the Task Order Manager (TOM) [To be designated at time of award]. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

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SECTION I CONTRACT CLAUSES

Applicable clauses are contained in Section I of the Basic MAC contract.

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SECTION J LIST OF ATTACHMENTS

Exhibit A - Contract Data Requirement slist (CDRLS), DD Form 1423, 3 pages dated 18 July 2006

Attachment 1 - Contract Security Classification Specification (DD Form 254), 4 pages dated 27 September 2006