

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 18	3. EFFECTIVE DATE 11-Dec-2008	4. REQUISITION/PURCHASE REQ. NO. N61331-09-MR-55227		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 phillip.e.morris@navy.mil 850-235-5387	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA SOUTHERN VIRGINIA 2000 Enterprise Parkway, Suite 200 Hampton VA 23666		CODE S5111A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Technical Systems Integration, Inc. 816 Greenbrier Circle, Suite 208 Chesapeake VA 23320	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4147-HR02
CAGE CODE 0WWWV3	FACILITY CODE 802337436
10B. DATED (SEE ITEM 13) 23-Aug-2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	LIMITATION OF FUNDS, FAR 52.232-22
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Carol A Dreger, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Carol A Dreger	16C. DATE SIGNED 11-Dec-2008
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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GENERAL INFORMATION

The purpose of this modification is to add incremental funding in the amount of \$26,600. Accordingly, said Task Order is modified as follows: Add SLIN 100403 in the amount of \$26,600. A conformed copy of this Task Order is attached to this modification for information purposes only.

The total amount of funds obligated to the task is hereby increased by \$26600.00 from \$461336.00 to \$487936.00.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Fleet Airborne Mine Countermeasures (AMCM) In-Service Tactics Support in accordance with the attached Statement of Work (SOW) BASE PERIOD: 1 SEP 2005 - 30 SEP 2005 ACRN:AA \$9,223 (O&MN,N)	148.0 LH	\$8,624.00	\$599.00	\$9,223.00
1001	TERM FOR TASK ORDER - SEE FAR 16.306(d)(2) Fleet Airborne Mine Coutermeasures (AMCM) In-Service Tactics Support in accordance with the attached Statement of Work (SOW) FIRST YEAR: 1 OCT 2005 - 30 SEP 2006 ACRN:AB \$14,000 (O&MN,N)	1626.0 LH	\$103,220.00	\$6,958.00	\$110,178.00
100101	CLIN 1001 INCREMENTAL FUNDING ACRN: AB \$14,000 (O&MN,N)				
100102	INCREMENTAL FUNDING IN THE AMOUNT OF \$30,000 (O&MN,N)				
100103	INCREMENTAL FUNDING IN THE AMOUNT OF \$30,000 (O&MN,N)				
100104	INCREMENTAL FUNDING IN THE AMOUNT OF \$30,000				

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(O&MN,N)

100105 INCREMENTAL
FUNDING IN THE
AMOUNT OF \$6,178
(O&MN,N)

1002	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Fleet Airborne Mine Countermeasures (AMCM) In-Service Tactics Support in accordance with the attached Statement of Work (SOW) SECOND YEAR: 1 OCT 2006 - 30 SEP 2007 (O&MN,N)	2032.0 LH	\$165,427.00	\$10,213.00	\$175,640.00
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100201 ACRN:AD \$37,528
PURCHASE REQUEST
NUMBER 63106737
1ST QUARTER
FUNDING (O&MN,N)

100202 ACRN: AD \$37,528
PURCHASE REQUEST
NUMBER 70372963
2ND QUARTER
FUNDING (O&MN,N)

100203 ACRN: AD \$37,528
PURCHASE REQUEST
NUMBER 71286133
3RD QUARTER
FUNDING (O&MN,N)

100204 ACRN: AD \$21,747
PURCHASE REQUEST
NUMBER 71866900
PARTIAL 4TH
QUARTER FUNDING
(O&MN,N)

100205 ACRN: AE \$15,781
PURCHASE REQUEST
NUMBER 71903790
FINAL 4TH QUARTER
FUNDING IN
ACCORDANCE WITH
SECTION 3.5 OF
THE STATEMENT OF
WORK (RDT&E)
(O&MN,N)

100206 ACRN: AD \$25,528
PURCHASE REQUEST
NUMBER 719093777
FUNDING FOR THE
ADDITIONAL WORK
IAW THE REVISED

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STATEMENT OF WORK
DATED 26 JUN 07.
(O&MN,N)

1003	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Fleet Airborne Mine Countermeasures (AMCM) In-Service Tactics Support in accordance with the attached Statement of Work (SOW) THIRD YEAR: 1 OCT 2007 - 30 SEP 2008 (O&MN,N)	1784.0 LH	\$145,634.00	\$8,972.00	\$154,606.00
100301	Incremental funding in the amount of \$42,000. PR number 73471693 (O&MN,N)				
100302	Incremental funding in the amount of \$42,000. PR number 80283868 (O&MN,N)				
100303	ACRN:AG PURCHASE REQUEST 81402992 \$37,618 (O&MN,N)				
100304	ACRN:AG PURCHASE REQUEST 82116661 \$32,988 (O&MN,N)				
1004	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Fleet Airborne Mine Countermeasures (AMCM) In-Service Tactics Support in accordance with the attached Statement of Work (SOW) FOURTH YEAR: 1 OCT 2008 - 30 SEP 2009 (O&MN,N)	1784.0 LH	\$149,995.00	\$9,241.00	\$159,236.00
100401	Incremental Funding PR 82204246 \$6,000.00 (O&MN,N)				
100402	Incremental				

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Funding PR
82116666
\$5,689.00
(O&MN,N)

100403 Incremental
Funding PR
83290824
\$26,600.00
(O&MN,N)

4000	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Fleet Airborne Mine Countermeasures (AMCM) In-Service Tactics Support in accordance with the attached Statement of Work (SOW) FIFTH YEAR, ABBREVIATED: 1 OCT 2009 - 31 AUG 2010 (O&MN,N) Option	1635.0 LH	\$142,990.00	\$8,719.00	\$151,709.00
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EXERCISE OF OPTIONS

The Award Term provisions in Section H of the contract apply to option items 1002, 1003, 1004 and 4000. If elected, award term options will be exercised prior to the end of the then current contract year. For example, the option for Year 2 will be exercised prior to the end of Year 1, the option for Year 3 will be exercised prior to the end of Year 2, and so on. Exercise of options for performance beyond the expiration of the basic contract on 4 April 2009 is contingent on the basic contract being extended by the PCO.

INCREMENTAL FUNDING SCHEDULE - CLIN 1002

CLIN 1002 will be incrementally funded. The Government anticipates the funding will be allotted in accordance with the following schedule:

1 Nov 2006 - \$37,528
1 Feb 2007 - \$37,528
1 May 2007 - \$37,528
1 Aug 2007 - \$37,528

Notwithstanding the funding schedule above, 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. FAR clause 52.232-22 LIMITATION OF FUNDS (APR 1984) applies.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SEE ATTACHED STATEMENT OF WORK

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SECTION D PACKAGING AND MARKING

PACKAGING AND MARKING

Packaging and Marking, if applicable, shall be in accordance with best commercial practices.

SHIP TO ADDRESS
NAVAL SUPPORT ACTIVITY PANAMA CITY
ATTN: RECEIVING OFFICER
100 VERNON AVENUE
PANAMA CITY BEACH FL 32407-7018
FOB: DESTINATION

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SECTION E INSPECTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE

Inspection and acceptance of deliverables will be by Government personnel at the Naval Surface Warfare Center, Panama City, Florida.

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SECTION F DELIVERABLES OR PERFORMANCE

PERIOD OF PERFORMANCE

The period of performance for the base period shall be from 1 September 2005 - 30 September 2005, and the period of performance for the First Year shall be from 1 October 2005 - 30 September 2006. There are four award term options, each with a period of performance as follows:

Second Year (Option): 1 October 2006 - 30 September 2007

Third Year (Option): 1 October 2007 - 30 September 2008

Fourth Year (Option): 1 October 2008 - 30 September 2009

Fifth Year, abbreviated (Option): 1 October 2009 - 31 August 2010

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SECTION G CONTRACT ADMINISTRATION DATA

TASK ORDER MANAGER
RICHARD J ADAMS, CODE A84
NAVAL SURFACE WARFARE CENTER PANAMA CITY
110 VERNON AVE
PANAMA CITY FL 32407
richard.j.adams@navy.mil
Phone 850-234-4136

CONTRACT SPECIALIST
ANNETTE DE SERCEY, CODE XPS1
NAVAL SURFACE WARFARE CENTER PANAMA CITY
110 VERNON AVENUE
PANAMA CITY FL 32407
annette.desercey@navy.mil
Phone (850) 234-5483

INVOICING INSTRUCTIONS

(a) The contractor shall submit vouchers not more often than once a month. 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 delivery 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 Task Order Manager (TOM). DCAA will review and approve the vouchers for payment and forward them to the Contract Specialist. (The contractor shall make necessary provisions for DCAA to forward the vouchers to the Contract Specialist, such as a pre-addressed stamped envelope). The Contract Specialist 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 Contract Specialist 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 Contract Specialist. If required, the contractor shall forward the original and two copies of the

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first and final vouchers to the cognizant DCAA office instead of the Contract Specialist, and make provisions for DCAA to forward the approved vouchers to the Contract Specialist.

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

(e) The TOM will review his copy of the voucher and notify the Contract Specialist of any deficiencies. The Contract Specialist 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 Contract Specialist and resubmit a separate voucher covering any disputed portion.

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Accounting Data
SLINID  PR Number      Amount
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1000    52084128           9223.00
LLA :
AA: 97X4930 NH1E 000 77777 0 000178 2F 000000 31R3K050100C
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MOD 7

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100201  63106737           37528.00
LLA :
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31R3K0701030
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MOD 8

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100202  70372963           37528.00
LLA :
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31R3K0701030
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MOD 9

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100203  71286113           37528.00
LLA :
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31R3K0701030
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MOD 10

```
100101  52708926           14000.00
LLA :
AB: 97X4930 NH1E 000 77777 0 000178 2F 000000 31A2K0505020
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```
100204  71866900           21747.00
LLA :
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31R3K0701030
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100205  71903790           15781.00
LLA :
AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1M0702010
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100206  71903777           25528.00
LLA :
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31R3K0701030
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MOD 12

```
100102  53068833           30000.00
LLA :
AC: 97X4930 NH1E 000 77777 0 000178 2F 000000 31R3K0601030
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100103  60312633           30000.00
LLA :
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AC: 97X4930 NH1E 000 77777 0 000178 2F 000000 31R3K0601030

100104 61380728 30000.00

LLA :

AC: 97X4930 NH1E 000 77777 0 000178 2F 000000 31R3K0601030

100105 62356553 6178.00

LLA :

AC: 97X4930 NH1E 000 77777 0 000178 2F 000000 31R3K0601030

100301 73471693 42000.00

LLA :

AF 97X4930 NH1E 000 77777 0 000178 2F 000000 31R3K0801030

MOD 13

100302 80283868 42000.00

LLA :

AF 97X4930 NH1E 000 77777 0 000178 2F 000000 31R3K0801030

MOD 15

100303 81402992 37618.00

LLA :

AG 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K0801030

MOD 16

100304 82116661 32988.00

LLA :

AG 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K0801030

Incremental Funds in the amount of \$32,988.

MOD 17

100401 82204246 6000.00

LLA :

AG 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K0801030

100402 82116666 5689.00

LLA :

AH 1781804 70CA 000 00070 M 045924 2D CMA310 383038NBQ05Q

Standard Number: N3830308RCMA310 ACRN AA

MOD 18

100403 83290824 26600.00

LLA :

AJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K0901030

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SECTION H SPECIAL CONTRACT REQUIREMENTS

SPECIAL CONTRACT REQUIREMENTS APPLICABLE TO THIS ORDER ARE CONTAINED IN SECTION H OF THE BASIC CONTRACT.

AWARD TERM CLAUSE

In addition to the terms and conditions set forth elsewhere in this order, the contractor may earn an award term incentive consisting of an extension to the order period from the minimum one (1) year to a maximum of five (5) years on the basis of performance. For each year of the order, contractor performance is evaluated and ratings are assigned based on how well the contractor has performed. If ratings are positive for Year 1, the contractor earns Year 2; if ratings are positive for Year 2, the contractor earns Year 3, and so on up to the maximum of five (5) years. But if ratings are negative for any year, then the order is ended. The evaluation criteria and the award term procedures are described in the below "Award Term Plan".

AWARD TERM PLAN

The Government will assess the quality of the Contractors performance as follows:

a. Evaluation Criteria. The evaluation criteria are as follows:

- Quality of product or service
- Schedule
- Cost control / achieving guaranteed savings
- Business Relations
- Management of Key Personnel

b. Ratings. The adjective ratings used are "unsatisfactory", "marginal", "satisfactory", "very good" and "exceptional". The contractor must receive a rating of satisfactory or better on each of the above evaluation criteria in order to earn the award-term incentive. A rating of less than satisfactory on any of the above criteria will result in the incentive not being earned.

c. Evaluation Period. Each year of the order shall be equivalent to one (1) evaluation period. Interim evaluations will also be conducted as described below.

d. Personnel. The Government evaluation team shall consist of an Assessing Official, performance monitors, and a Reviewing Official.

(1) Assessing Official. The Assessing Official considers all information from performance monitors and other pertinent sources and prepares written reports evaluating the contractor's performance.

(2) Performance Monitors. Performance monitors monitor the contractor's performance at the task order level and provide input to the Assessing Official to be used in preparing performance reports. Monitors may provide written and verbal input as directed by the Assessing Official.

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(3) Reviewing Official. The Reviewing Official is responsible for reconciling any disagreements between the Assessing Official and the contractor, and for finalizing ratings and closing reports whenever such disagreements exist.

e. Interim Evaluations. An interim evaluation shall be conducted at the midpoint (i.e., six months) of each evaluation period. No later than 15 calendar days after the midpoint of the evaluation period, the Assessing Official shall notify the Contracting Officer of the contractor's current strengths and weaknesses on the basis of inputs from the performance monitors and other pertinent sources. The Contracting Officer will then issue a letter to the contractor describing the strengths and weaknesses identified by the Assessing Official. The Contracting Officer may also issue letters at any time when it is deemed necessary to highlight areas of Government concern.

f. End-of-Period Evaluations. No later than 15 calendar days prior to the end of the evaluation period, the Assessing Official shall initiate a report covering the entire evaluation period and submit that report to the contractor for review and comment. The contractor shall review the report and provide comments to the Assessing Official within 10 calendar days. If the contractor concurs with the ratings in the report, then the Assessing Official will finalize the ratings and close the report. If the contractor does NOT concur with ratings, then the Assessing Official will forward the report to the Reviewing Official. The Reviewing Official will then reconcile any disagreements between the Assessing Official and the contractor, finalize the ratings, and close the report. All reports must be closed no later than the final day of the evaluation period. Once the report is closed, the ratings are not subject to dispute by either party.

g. Award-Term Incentive Determination. As stated above, the contractor must receive a rating of satisfactory or better on each of the evaluation criteria in order to earn the award-term incentive. The Contracting Officer will review the closed report to determine if the award term incentive has been earned. If the incentive has been earned, then the Contracting Office will issue a modification to exercise the option for the next year of the order. If the incentive has not been earned, then the option for the next year will not be exercised and the order will be ended.

h. Changes to the Award-Term Plan. This Award-Term Plan is a part of the order and can only be changed by a bi-lateral modification to the order. Either party may propose a change to the Award-Term Plan at any time. However, if either party desires a change to the plan and a mutual agreement cannot be reached, then this original Award-Term Plan will remain in full effect.

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SECTION I CONTRACT CLAUSES

APPLICABLE CLAUSES ARE CONTAINED IN SECTION I OF THE BASIC CONTRACT

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SECTION J LIST OF ATTACHMENTS

Statement of Work

Contract Data Requirements List

Contract Security Classification Specification, DD Form 254