

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-04-D-4147	2. DELIVERY ORDER NO. HR02	3. EFFECTIVE DATE 08/23/2005	4. PURCHASE REQUEST NO. N61331-05-NR-00366
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5. ISSUED BY NSWC, PANAMA CITY Robert D. Kuczenski XPS2 110 Vernon Avenue Panama City, FL 32407-7001 robert.kuczenski@navy.mil 850-234-4864 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 Technical Systems Integration, Inc. 816 Greenbrier Circle, Suite 208 Chesapeake, VA 23320 TIN: 54-1663877	CODE OWWV3	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 Charleston Vendor Pay Code FP P.O. Box 118054 Charleston, SC 29423-8054	CODE N68892
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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.

Technical Systems
Integration, Inc.

Francis I. Bartlett,
President

NAME OF CONTRACTOR

SIGNATURE

TYPED NAME AND TITLE

DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA See Section G
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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: Robert D. Kuczenski CONTRACTING/ORDERING OFFICER	08/23/2005	22. TOTAL \$128,905
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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 \$9,223

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000					
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 (O&MN,N)	148.0 LH	\$8,624	\$599	\$9,223

For Cost Type Items:

1001 \$119,682

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1001					
1001	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) FIRST YEAR: 1 OCT 2005 - 30 SEP 2006 (O&MN,N)	1784.0 LH	\$112,317	\$7,365	\$119,682

For Cost Type Items:

1002 \$123,273

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1002					
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) Option	1784.0 LH	\$115,687	\$7,586	\$123,273

For Cost Type Items:

1003 \$126,971

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1003					
1003	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Fleet Airborne Mine Countermeasures	1784.0 LH	\$119,158	\$7,813	\$126,971

(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)
Option

For Cost Type Items:

1004 \$130,780

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
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) Option	1784.0 LH	\$122,732	\$8,048	\$130,780

For Cost Type Items:

4000 \$124,245

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
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	\$116,636	\$7,609	\$124,245

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.

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.

SECTION F DELIVERIES 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

SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID	PR Number	Incremental Amount
1000	52084128	9223.00

LLA :
AA: 97X4930 NH1E 000 77777 0 000178 2F 000000 31R3K050100C

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

ROBERT D. KUCZENSKI, CODE XPS1
NAVAL SURFACE WARFARE CENTER PANAMA CITY
110 VERNON AVENUE
PANAMA CITY FL 32407
robert.d.kuczynski@navy.mil
Phone (850) 234-4864

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 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.

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.

(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

SECTION J LIST OF ATTACHMENTS

Statement of Work

Contract Data Requirements List

Contract Security Classification Specification, DD Form 254