DELIV	ERY C	RDER									FINAL
1. CONTRA	CT NO.			2. DELIVERY ORD	ER NC).	3. EFFECTI	IVE DATE		4. PURCH	ASE REQUEST NO.
N00178-	04-D-40	26		FD0106				7/15/200 1/24/200		N00167	-07-MR-56833
5. ISSUED E	3Y			CODE N001	67		6. ADMINIS	TERED BY		CODE	S2404A
NSWC, CARDEROCK DIVISION, MARYLAND 9500 MacArthur Blvd West Bethesda, MD 20817						10500 BA		IA EW PARK 20109-234		ITE 200	
7. CONTRA	CTOR			CODE 8D01	4		FACILITY		8. DELIVER	RY DATE	
CACI Tec	hnologies	s, Inc.							1		
14151 Pa	-								See Sec	ction F	
Chantilly,	VA 2015	51							9. CLOSINO	G DATE/T N	IE
									SET ASIDE	E TYPE	
									10. MAIL IN	VOICES TO	D
									See See	ction G	
11. SHIP TC)				1	2. PAYMEI	NT WILL BE	MADE BY		CODE	HQ0338
See Sec	tion D				F	P.O. Box			South En	titlement	Operations
13. TYPE OF	D	Х		y order/call is issued	on an	other Gove	rnment agei	ncy or in acc	ordance with	n and subjec	t to terms and conditions
ORDER											
	Y HAVE BE			ACCEPTS THE OFF IED, SUBJECT TO /							AS IT MAY EES TO PERFORM
CACI T	echnolo	gies, Inc.									
NAME OF	CONTRAC	TOR	SIGNAT	URE		TYPED	NAME AND	D TITLE	DATE	SIGNED	-
14. ACCOUI	NTING AND	APPROPRI	ATION DAT	A							
See Sec	tion G										
15. ITEM NO).	16. SCHEDI	JLE OF SUF	PPLIES/SERVICES	C	7. QUANTI DRDERED/ ACCEPTED		18. UNIT	19. UNIT PI	RICE	20. AMOUNT
				See	the F	ollowin	g Pages				
		the Governm		21. UNITED STATE	ES OF	AMERICA					22. TOTAL
same as qua different, ent	ter actual qu	antity accept							02	/05/2007	\$229,415.00
quantity orde	ered and end	circle.					CC	NTRACTIN	رحان G/ORDERIN		
SECTION	DESCRIPTI	ON				SECTION	DESCRIPTION				
В	SUPPLIES	OR SERVICI	ES AND PR	ICES/COSTS		Н	SPECIAL C	ONTRACT I	REQUIREME	INTS	
		ON/SPECS/		TEMENT			CONTRACT				
		G AND MAR				J	LIST OF AT	TACHMENT	S		
		N AND ACC			-+						
		S OR PERF		T A	-+						
G	CONTRACT	ADMINIST	KATION DA	IA							

CONTRACT NO.	DELIVERY ORDER NO.	PAGE
N00178-04-D-4026	FD0106	2 of 2

This is an Administrative Modification that changes the Task Order Manager (TOM) in the SeaPort System to the term of term

CONTRACT NO.	DELIVERY ORDER NO.	PAGE
N00178-04-D-4026	FD0106	1 of 12

SECTION B SUPPLIES OR SERVICES AND PRICES

	SUPPLIES OR SERVIC Supplies/Services	Qty Unit	Est. Cost	Fixed Fee	CPFF
1000	Provide Acquisition Management Information Support. THIS IS AN UNFUNDED HOLDING CLIN AND THE AMOUNT WILL BE REDUCED IN PROPORTION TO THE AMOUNT OF INCREMENTAL FUNDING PROVIDED IN ORDER TO MAINTAIN TOTAL TASK ORDER VALUE. THIS CLIN REPRESENTS THE TOTAL UNFUNDED AMOUNT TO DATE. (OTHER)	1.0 LH			\$4,000.00
Item 	Supplies/Services	Qty Unit	Est. Cost	Fixed Fee	CPFF
1001	Incremental Funding in support of CLIN 1000 (OTHER)	1.0 Lot			\$78,500.00
	Supplies/Services			Fixed Fee	
1002	Incremental Funding in Support of CLIN 1000 (OTHER)	1.0 Lot			\$25,457.00
Item 	Supplies/Services	Qty Unit	Est. Cost	Fixed Fee	CPFF
1100	Provide Acquisition Management Information Support. THIS IS AN UNFUNDED HOLDING CLIN AND THE AMOUNT WILL BE REDUCED IN PROPORTION TO THE AMOUNT OF INCREMENTAL FUNDING PROVIDED IN ORDER TO MAINTAIN TOTAL	1.0 Lot			\$0.00
	TASK ORDER VALUE. THIS CLIN REPRESENTS THE TOTAL UNFUNDED AMOUNT TO DATE. (OTHER) Option				
	THIS CLIN REPRESENTS THE TOTAL UNFUNDED AMOUNT TO DATE. (OTHER)			Fixed Fee	
	THIS CLIN REPRESENTS THE TOTAL UNFUNDED AMOUNT TO DATE. (OTHER) Option Supplies/Services				
 1101 Item	THIS CLIN REPRESENTS THE TOTAL UNFUNDED AMOUNT TO DATE. (OTHER) Option Supplies/Services Incremental funding in support of CLIN	1.0 Lot Qty Unit	Est. Cost	Fixed Fee	\$26,500.00 CPFF
1101 Item 1102	THIS CLIN REPRESENTS THE TOTAL UNFUNDED AMOUNT TO DATE. (OTHER) Option Supplies/Services Incremental funding in support of CLIN 1100 (OTHER) Supplies/Services	1.0 Lot Qty Unit	Est. Cost	Fixed Fee	\$26,500.00 CPFF

CONTRACT NO.	DELIVERY ORDER NO.	PAGE
N00178-04-D-4026	FD0106	2 of 12

	INCREMENTAL FUNDING PROVIDED IN ORDER TO MAINTAIN TOTAL TASK ORDER VALUE. THIS CLIN REPRESENTS THE TOTAL UNFUNDED AMOUNT TO DATE. (OTHER)		
3001	Incremental Funding in support of CLIN 3000. (OTHER)	1.0 Lot	\$2,500.00
3002	Incremental Funding in Support of CLIN 3000 (OTHER)	1.0 Lot	\$0.00
3100	Support Costs (to include travel and misc. expenses). THIS IS AN UNFUNDED HOLDING CLIN AND THE AMOUNT WILL BE REDUCED IN PROPORTION TO THE AMOUNT OF INCREMENTAL FUNDING PROVIDED IN ORDER TO MAINTAIN TOTAL TASK ORDER VALUE. THIS CLIN REPRESENTS THE TOTAL UNFUNDED AMOUNT TO DATE. (OTHER) Option	1.0 Lot	\$0.00
3101	Incremental Funding in Support of CLIN 3100 (OTHER)	1.0 Lot	\$5,000.00

\$0.00

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work

1. Scope. The Naval Surface Warfare Center, Carderock Division (NSWCCD) has a requirement for Information Technology Systems Support for the various standard and local systems used by the Acquisition Management Division, Code 33.

2. Tasks Required. The contractor shall primarily provide support for the Standard Procurement System (SPS) and the Industrial Logistics Support Management Information System (ILSMIS), as well as the interfaces between them and other DoD/DoN systems, including those for financial management and invoice certification and payment processing. The contractor shall also provide support for related NSWC standard and Commercial Off The Shelf (COTS) operating systems/environments and software programs, including: Navy Marine Corps Intranet (NMCI), Oracle, MicroSoft Office, File Maker Pro, ILSMIS/SPS Adapter, Windows Supply Contract Action Tracking System (WinSCATS), standard Accounting and Reporting System (STARS), On-line Cell Phone Administration Review System (OCPARS), Wide Area Work Flow (WAWF), CD-FISCHE, Computer Asset Inventory System (CAIS), Automated Information Systems Center (AISC) Server Farm, Defense Industrial Financial Management System (DIFMS), DOCUSHARE, Navy Air Force Interchange (NAFI) and similar or related other software.

2.1 Provide consulting support to the Acquisition Management Division related to policy and process guidance issued by the command as well as higher echelons and other outside offices (DoD, DoN, NAVSEA, NSWC, NAVSUP, etc.) that is related to SPS, ILSMIS and the specific systems and software listed above.

2.2 Assist the Acquisition Management Division with policy implementation and operational issues related to SPS, ILSMIS and related systems and software. Conduct research, develop analysis and provide recommendations and support for process change(s).

2.3 Assist with the actual administration of SPS, ILSMIS and other systems and databases, including customer assistance, resolution of user issues with functionality and system technical aspects, preparation and update of manuals, desk guides, and other documentation related to supported systems, and assist with user training and interaction with other systems offices both at the command and at outside commands.

2.4 Assist in the preparation of responses to requests for information, data-calls or reports related to SPS, ILSMIS and other related systems and software. Research requirements, collect and tabulate data and draft inputs.

2.5 Participate in occasional internal and external meetings, planning sessions, ad hoc working groups, informal discussions and other forums, as requested.

2.6 The Contractor will be required to communicate with and be responsive to the TPOC and customer inquiries related to day-to-day problems with procedures, equipment or software as required to maintain functionality. The contractor shall remain current on SPS, ILSMIS and other systems' changes and their justification/purpose in order to be able to explain the changes to users. The contractor shall evaluate management and user concerns, analyze examples provided by users, help users with applications and coordinate with Information Technology and SSG personnel as required to meet user needs. The contractor shall provide user support in part through customer meetings in order to receive user ideas, complaints and other inputs. The contractor shall work with the Government SPS, ILSMIS and other systems managers to be sure user issues are appropriately considered for system change.

3. Deliverable. A monthly status report of activities conducted, including a summary of work completed, labor hours and funding expended, and any outstanding issues. The status report shall be provided via e-mail to the Government Technical Point of Contact.

4. Place of Performance. The services shall be performed at NSWC Carderock Division Bethesda, Maryland. Government furnished items shall be provided to the contractor as required in support of this task order. The Government shall provide office space and equipment, forms, access to hardware, software, and storage space as required protecting government documentation, etc.

4.1 The contractor shall be permitted to utilize a compressed schedule. A compressed schedule allows a starting time between the hours of 0630 and 0900, with a stopping time between 1500 and 1730. The contractor may be required to respond to an emergency requirement and work outside of regular working

CONTRACT NO.	DELIVERY ORDER NO.	PAGE
N00178-04-D-4026	FD0106	4 of 12

hours to perform the work. Exceptions to the compressed schedule may exist and the contractor will be notified by the TPOC of any permanent or temporary exceptions.

4.2 The Commander, NSWC Carderock shall designate all closed days. Closed days are generally associated with holidays and/or inclement weather. The contractor will not be allowed to work on NSWC Carderock during designated closed days, unless they are deemed to be essential personnel. When NSWC Carderock is closed by the Commander because of inclement weather conditions, notification of the closing shall be broadcast over local radio and television stations.

5. Period of Performance. The base period of performance will be from the date of award for one year. The option shall cover an additional one-year of performance.

6. Travel. Travel is to be estimated for two trips of two days each per month to NSWCCD-SSES Philadelphia.

CONTRACT NO.	DELIVERY ORDER NO.	PAGE
N00178-04-D-4026	FD0106	5 of 12

SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the base IDIQ contract.

CONTRACT NO.	DELIVERY ORDER NO.	PAGE
N00178-04-D-4026	FD0106	6 of 12

SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the Base IDIQ contract.

CONTRACT NO.	DELIVERY ORDER NO.	PAGE
N00178-04-D-4026	FD0106	7 of 12

SECTION F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE 52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made in accordance with the following schedule:

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF TASK ORDER
1000 - 3000	ALL	365 Days after award of Task Order
1100 - 3100	ALL	365 Days after exercise of Option

SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data SLINID PR Number Amount 1001 51099138 78500.00 LLA : AA 97X4930 NH1C 000 77777 0 000167 2F 000000 995333000031 \$78,500.00 FUNDING PROVIDED UNDER CLIN 1001 51099138 3001 2500.00 LLA AA 97X4930 NH1C 000 77777 0 000167 2F 000000 995333000031 \$2,500.00 FUNDING PROVIDED UNDER CLIN 3001 MOD 2 1002 61434052 29457.00 LLA : AB 97X4930 NH1C 000 77777 0 000167 2F 000000 992330010031 \$29,457.00 1101 61434095 22500.00 LLA AB 97X4930 NH1C 000 77777 0 000167 2F 000000 992330010031 \$22,500.00 3002 61434052 2500.00 LLA AB 97X4930 NH1C 000 77777 0 000167 2F 000000 992330010031 \$2,500.00 3101 61434095 2500.00 LLA AB 97X4930 NH1C 000 77777 0 000167 2F 000000 992330010031 MOD 3 1002 61434052 (4000.00)LLA : AB 97X4930 NH1C 000 77777 0 000167 2F 000000 992330010031 1101 61434095 4000.00 LLA AB 97X4930 NH1C 000 77777 0 000167 2F 000000 992330010031 3002 61434052 (2500.00)LLA AB 97X4930 NH1C 000 77777 0 000167 2F 000000 992330010031 3101 61434095 2500.00 LLA AB 97X4930 NH1C 000 77777 0 000167 2F 000000 992330010031 MOD 4 62343173 1102 84958 00 LLA AC 97X4930 NH1C 000 77777 0 000167 2F 000000 995300000131 Task Order Manager

9500 MacArthur Blvd. Code 3009 West Bethesda, MD 20817-5700

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	PERIOD OF PERFORMANCE
1001 1002 3001 1101 3101			14 Jul 06 14 Jul 06 14 Jul 06 14 Jul 06 14 Jul 07 14 Jul 07

CONTRACT NO.	DELIVERY ORDER NO.	PAGE
N00178-04-D-4026	FD0106	9 of 12

1102

14 Jul 07

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

NAVSEA 5252.216-9122 LEVEL OF EFFORT (JUL 1986)

(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 per year.

(b) Of the total man-hours of direct labor set forth above, it is estimated that (Offeror to fill-in) ______ 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, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 40 hours per week. 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:

Fee Reduction = Fee (Required LOE minus Expended LOE divided by Required LOE)

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in

CONTRACT NO.	DELIVERY ORDER NO.	PAGE
N00178-04-D-4026	FD0106	10 of 12

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.

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

SECTION H SPECIAL CONTRACT REQUIREMENTS

There are no Section H provisions applicable to this procurement.

CONTRACT NO.	DELIVERY ORDER NO.	PAGE
N00178-04-D-4026	FD0106	11 of 12

SECTION I CONTRACT CLAUSES

52.217-9 Option to Extend the Term of the Task Order (Mar 2000)

(a) The Government may extend the term of this task order by written notice to the Contractor within 365 days after date of task order and 365 days after each exercised option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the task order expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises these options, the extended task order shall be considered to include this option clause.

(c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed two years

CONTRACT NO.	DELIVERY ORDER NO.	PAGE
N00178-04-D-4026	FD0106	12 of 12

SECTION J LIST OF ATTACHMENTS

There are no attachments.