

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-05-D-4634	2. DELIVERY ORDER NO. HR02	3. EFFECTIVE DATE 02/19/2008	4. PURCHASE REQUEST NO. N61331-07-NR-55408
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5. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 kayla.casey@navy.mil 850-230-7072	CODE N61331	6. ADMINISTERED BY DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE S2101A
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7. CONTRACTOR Triton Services 17001 Science Drive, Suite 100 Bowie MD 20715-4330	CODE 001A6	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.

Triton Services

NAME OF CONTRACTOR

Stephen E. Hincks,
Sr.
President & CEO

TYPED NAME AND TITLE

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: Todd Doucett 02/19/2008 CONTRACTING/ORDERING OFFICER	22. TOTAL \$911,382.00
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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

1) The Task Order has been awarded for a base year cost of \$738,593 and a fee of \$35,488, and ODC's in the amount of \$137,301.

2) In accordance with the proposal received from Triton and specifically the email from Triton dated 6 February 2008, the following rates have been capped: Fringe, Overhead, G&A, Sub-Contractor Handling, and Escalation for Prime contractor and Sub-Contractors and Consultants. These caps apply to the base year and all out years. The specific percentages shall become part of the official contract file and shall be forwarded by letter to the Administrative Contracting Office. These caps represent the maximum rates allowable. The contractor shall be reimbursed all allowable and allocable costs up to the capped rates. Triton has agreed to absorb all costs above the stated capped rates.

3) SubClin 100101 is incorporated into this Task Order. Funding in the amount of \$26,600 is placed on this Task Order as follows:

Funded Cost	\$25,380.51
Funded Fee	\$1,219.49
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Funded Total	\$26,600.00

4) This Task Order is incrementally funded and FAR Clause 52.232-22 titled "Limitation of Funds" (APR 1984) is applicable and in effect. The amount of funding, \$26,600, which includes a fixed fee of \$1,219.49, is the maximum amount reimbursable under this Task Order prior to its modification to provide additional funds. The amount of \$26,600 shall not be exceeded until this Task Order is modified to provide additional funding. This amount shall only be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount.

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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	Non-Personnal services and materials necessary to provide future Seabase Connectors Support in accordance with the Statement of Work in Section C, DD Forms 1423, and DD Form 254 identified in Section J. (RDT&E)	7.0 LY	\$738,593.00	\$35,488.00	\$774,081.00
100001	Incremental Funding				
1001	Non-Personnal services and materials necessary to provide future Seabase Connectors Support in accordance with the Statement of Work in Section C, DD Forms 1423, and DD Form 254 identified in Section J. (RDT&E) Option	7.0 LY	\$753,565.00	\$35,874.00	\$789,439.00

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

3000	Other Direct Costs (ODC) to support CLIN 1000. (RDT&E)	1.0 Lot	\$137,301.00
3001	Other Direct Costs (ODC) to support CLIN 1001. (RDT&E) Option	1.0 Lot	\$136,604.00

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For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Non-Personnal services and materials necessary to provide future Seabase Connectors Support in accordance with the Statement of Work in Section C, DD Forms 1423, and DD Form 254 identified in Section J. (RDT&E) Option	7.0 LY	\$768,455.00	\$36,267.00	\$804,722.00
4001	Non-Personnal services and materials necessary to provide future Seabase Connectors Support in accordance with the Statement of Work in Section C, DD Forms 1423, and DD Form 254 identified in Section J. (RDT&E) Option	7.0 LY	\$783,976.00	\$36,702.00	\$820,678.00
4002	Non-Personnal services and materials necessary to provide future Seabase Connectors Support in accordance with the Statement of Work in Section C, DD Forms 1423, and DD Form 254 identified in Section J. (RDT&E) Option	7.0 LY	\$800,315.00	\$37,180.00	\$837,495.00

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
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6000	Other Direct Costs (ODC) to support CLIN 4000. (RDT&E) Option	1.0 Lot	\$135,919.00
6001	Other Direct Costs (ODC) to support CLIN 4001. (RDT&E) Option	1.0 Lot	\$135,272.00
6002	Other Direct Costs (ODC) to support CLIN 4002. (RDT&E) Option	1.0 Lot	\$134,674.00

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

14 May 2007

STATEMENT OF WORK

FOR

FUTURE SEABASE CONNECTORS SUPPORT

1.0 SCOPE

Naval Sea Systems Command (NAVSEA) PMS 377, PMS 317, PMS 325, and the Office of Naval Research (ONR) have tasked NSWC Panama City Code E32 to support future seabase connectors and expeditionary ships and craft, both in the platform and technology areas. This includes engineering and programmatic support to ONR, NAVSEA 05D and PEO SHIPS activities that are conducting the design, acquisition, testing, evaluation and production of Seabase Connectors: Mobile Landing Platform (MLP), Joint Maritime Assault Connector (JMAC), and Transformable Craft (T-Craft). Also, this includes support for the ONR Advanced Skirt Design efforts and the advanced lift fan effort.

Under the tasking outlined in this Statement of Work (SOW), the Contractor shall provide a level of effort consisting of those non-personal services necessary to accomplish the work detailed in paragraph 3.0.

2.0 APPLICABLE DOCUMENTS

The following documents form a part of this SOW to the extent specified.

2.1 Military Specifications:

(a) MIL-DTL-31000C, Technical Data Packages

2.2 Military Standards: None

2.3 Other Documents: None

3.0 REQUIREMENTS

3.1 MEETING SUPPORT

The Contractor shall attend all E32 staff meetings (estimated to occur on a weekly basis during the period of performance) and provide meetings, action items, and support the Branch in scheduling meetings, coordination of resources, tracking action items, and other administrative actions as required. In addition, the contractor shall attend periodic Expeditionary Warfare Systems meetings to report on the status of ongoing tasking. The Contractor shall provide verbal input at the meetings and shall develop summary meeting minutes. The summary minutes shall be ready for distribution, via e-mail, to all project members and line management within 5 working days of the meeting. The minutes will include a list of major meeting dates and travel dates. The contractor shall technically support program reviews. The Contractor may be required to draft meeting minutes or trip reports from the meetings.

3.2 PRESENTATIONS

The Contractor shall develop electronic multi-media presentations covering emerging operational

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concepts, processes, and strategies and integrate these presentations with current electronic media. The Contractor shall provide expert advice on the operational concept/processes, graphic formulations, and depictions. Presentations are in support of the E32 staff meetings and in response to higher level tasking. Developed briefing material shall be stored in the Expeditionary Warfare Systems Project library website. The Contractor shall provide conference rooms for meetings and phone lines or computer links to support phone or web-based conferences as required.

3.3 REPORTING SUPPORT

The Contractor shall provide progress reporting support by performing downloads from Government Project and Business Management Systems (PMBS) and Corporate Database (CDB) Web, as required. Data extracted from these systems will be used by NSWC PC to develop monthly progress reports to Sponsors. In addition the data will be used to support NSWC PC internal management reviews as well as Quarterly Project Reviews with Sponsors. The Contractor shall also support requirements for specific data calls by implementing unique queries or quick hits, as required. The contractor shall gather and compile the monthly accomplishments for each task from each project task leader via the Project Engineers. The monthly reports will be prepared by the 10th of each month for the preceding month's report.

3.4 EARNED VALUE MANAGEMENT SUPPORT

The Contractor shall maintain the tailored NSWC PC Earned Value Management process and system to support the overall management needs. The system will ensure that the cost, schedule, and technical aspects of the program are integrated to provide an accurate picture of program status, provide the basis for course correction and bring projects in on schedule and within funding constraints.

3.5 SUBJECT MATTER EXPERTISE

The Contractor shall provide expert knowledge and technical support in the area of Expeditionary Warfare Systems acquisition processes, engineering development and sustainment. Recommendations are to be made regarding future Expeditionary System development and production strategy to optimize the utility to the US Navy. This effort will include attendance and participation in various planning and strategy sessions, discussions with Expeditionary Warfare Systems leadership, and meetings with NSWC managers. The Contractor shall provide expert knowledge and technical support in the area of Expeditionary Warfare systems acquisition DoD programmatic documentation by participating in the development of DoD acquisition documents such as Functional Solutions Analyses, Initial Capability Documents, Capability Development Documents and Capability Production Documents (including all of the supporting Strategies, Analyses, Plans, Evaluations, and Assessments) for Expeditionary Systems acquisition programs. In addition, the Contractor shall technically support NSWC PC in the preparation, tracking, and upkeep of selected programmatic documentation. This will include developing, editing, formatting, and copying programmatic documents for selected program distribution. Distribution will be by e mail, fax, local guard mail, commercial carrier, hand delivery, or posting on Government sponsored website(s). The Contractor shall update and maintain an Expeditionary Warfare Systems Projects library website. An audit log of all documents posted on the website shall be provided to the government for review upon request. Program pictures, and viewgraphs, provided as GFI, shall be incorporated into the library. Library material shall be accessible in multiple ways (e.g. search by type, date, subject, author, or keyword, etc.). The Contractor shall train Code E32 personnel in the use of the library. The Contractor shall support the creation of documentation concerning the conceptualization, program description, development planning, and reporting of new starts in the following subject areas: (1) USMC and NSWC PC Capabilities, (2) Expeditionary Craft, and (3) Expeditionary Ship Acquisition.

3.6 DESIGN ENGINEERING

The Contractor shall work with Code E32 and the Expeditionary Warfare Systems Project leaders as necessary during any design and fabrication project to ensure that systems are compatible with the various program requirements. Design review scheduling will be based upon mutual agreement that all technical data are complete and essential personnel deemed necessary for the review are readily available before the

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respective review. The Contractor shall provide a naval architectural capability to support the development or evaluation of USN or commercial shipbuilding or modification projects. Expertise shall include the ability to evaluate impact of changes to existing or planned craft and ship designs such as changes to hull shape, addition or removal of major systems or equipment, use of cargo handling equipment, etc.

3.7 TECHNICAL DRAWINGS, GRAPHICS, AND ADMINISTRATIVE PLANNING SOFTWARE SUPPORT

The contractor shall provide a capability in the field of drawing application software including Corel Draw Suite 10, AutoCAD 2000, Solid Edge, Autodesk Inventor, color plotting and printing. The contractor must be able to redline the government furnished drawing files with color-coded updates or corrections. The contractor shall support NSWC PC in drawing reviews and updates using SOW paragraph 2.1(a) for guidance. The contractor shall provide a capability in the use of Microsoft Office (Word, Excel, Powerpoint) and Microsoft Project software. The contractor shall provide a capability in the use of Nastran Finite Element Analysis (FEA) software.

3.8 ADVANCED AIR CUSHION TECHNICAL SUPPORT

The Contractor shall technically support the areas of: (1) advanced technology upgrade studies for future connectors. (2) craft concept development, testing, and technology trade-offs used in the JEFF-A, JEFF-B and Landing Craft Air Cushion (LCAC) programs. (3) U.S. Marine Corps (USMC) requirements, (4) expeditionary craft acquisition, (5) USMC logistics support, (6) expeditionary craft operations: Safe Engineering And Operating (SEAOPS) procedures, mission planning performance predictions, and modeling, and (7) human systems integration. The Contractor shall technically review and analyze an average of one to a maximum of eight documents per month during the period of performance.

3.9 LCAC SHIP INTERFACE SUPPORT

The Contractor shall technically support expeditionary assault systems. This support will include expertise for well deck interface onboard LPD 17, LHD 1-8 ships, future expeditionary warfare ships, and Seabasing ships, which includes LCAC interface issues such as fuel systems, electrical power systems, alignment and other systems related to LCAC and future seabase connectors. Provide support to identify requirements for emerging U.S. Navy, USMC and Special Operations vehicles and craft such as the Expeditionary Fighting Vehicle (EFV), trucks, tracked recovery and construction vehicles, and the Joint High Speed Vessel (JHSV). Provide recommendations for SEAOPS changes as required to include the impact of interfacing with foreign ships (e.g., French, Spanish, etc.,).

3.10 MOBILE LANDING PLATFORM (MLP) SUPPORT

The Contractor shall technically support development of LCAC interfaces with the research and development of MLP designs and testing. The contractor shall provide knowledge of LCAC operations in different sea states, operations in well decks, and craftmaster experience in various at sea operations. The contractor shall provide support on developing LCAC SEAOPS procedures as they pertain to the MLP and help analyze the designs for containment systems aboard the MLP. The contractor shall provide support in operational LCAC requirements involving the use of the MLP. The contractor shall provide at least one individual with craftmaster experience to travel to the east coast for the MLP Demonstration. The contractor shall review the MLP design and assist in evaluating the deck layout of the MLP during the performance period. Design review and evaluation of deck layout for the MLP.

3.11 TEST AND EVALUATION (T&E) SUPPORT

The Contractor shall provide T&E support to encompass assistance with test plan development, test documentation including briefs, Test Logs, Mission Summaries, test schedules, and assistance with the development of test reports.

The contractor shall provide technical support personnel to support at-sea and on shore testing. This will include test documentation and test conduct support. The personnel will be required to ride both small boats and large ships during testing. The support personnel will also be involved in writing and editing test plans.

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The Contractor shall configure and de-configure test setups as required.

NSWC PC will provide the primary materials to support testing; however, on an emergency basis, the Contractor may be required to supply incidental parts and materials necessary to support test preparation, testing, and analyses. These supplies shall be used to 1) repair and support the system during testing (including such items as connectors, resistors, power supplies, filters, capacitors, etc.), 2) package and ship faulty components to Depot, and 3) replace or upgrade laboratory consumables (including items such as zip disks, CDs, videotapes, camera film, printer cartridges, pens, paper, etc.). The Contractor shall maintain inventory of the test supply cabinets. The Contractor shall maintain both system and T&E support hardware inventories (i.e. those inventories in existing Government labs, warehouses, and offices, etc.) and make inventories available for Government review upon request.

The Contractor shall provide support in the preparation and shipment of test assets. Test articles and support equipment can be required at various locations, sometimes simultaneously, which necessitates the support efforts of the contractor.

The Contractor shall provide a capability for non-destructive testing, inspection, examination, installation, and repair of composite systems, composite sub-systems, composite assemblies and composite components.

The Contractor shall provide knowledge of LCAC operations in different sea states, operations in well decks, and craftmaster experience in various sea operations. The contractor shall provide support on developing LCAC SEAOPS procedures that pertain to various Expeditionary Warfare Systems. The contractor shall provide at least one individual with craftmaster experience for this support.

The Contractor shall provide a capability for non-destructive testing, inspection, examination, installation, and repair of composite systems, composite sub-systems, composite assemblies, composite components and systems performance testing with users in the loop.

3.12 FOREIGN COMPARATIVE TESTING SUPPORT

The Contractor shall support the Foreign Comparative Testing and Defense Acquisition Challenge Programs (FCT and DACP) by providing systems engineering expertise and engineering support on LCAC and potential JMAC systems. This will include the Skirt material FCT, the lube oil cooler FCT, and the propeller shroud FCT. This could potentially include new-start projects like the adaptive pitch propeller FCT and the Personnel Transport Module DAC. Contractor shall attend design reviews, monitor progress of the design process, research design and performance requirements, and work various design and fabrication issues as they arise. Contractor shall provide similar support for current and potential new-start SBIR and STTR projects including the Personnel Transport Module, the composite cargo ramp, the rudder actuator, composite shafting, and others. Contractor shall also support testing for FCT, DAC, SBIR, and STTR projects by assisting test plan writing and development, identifying and specifying relevant testing to be performed, and helping to identify test and instrumentation equipment and procedures. Contractor shall support test conduct for on-craft and laboratory testing, and shall assist in writing test evaluation reports.

3.13 TRAVEL

The contractor may be required to travel both CONUS and OCONUS in support of this effort. The contractor may be required to travel to the following locations: Pascagoula, MS, New Orleans, LA, Philadelphia, PA, Camp LeJeune, CA, Boston, MA, Chicago, IL, Dayton, OH, Los Angeles, CA, Norfolk, VA, San Diego, CA, Washington, DC, Helsinki, Finland, Madrid, Spain, Oslo, Norway, Paris, France

4.0 GOVERNMENT FURNISHED PROPERTY (GFP)

4.1 GOVERNMENT FURNISHED MATERIAL: None

4.2 GOVERNMENT FURNISHED EQUIPMENT: None

4.3 GOVERNMENT FURNISHED INFORMATION:

NSWC PC Code E32 will provide technical documentation related to the sea connector efforts as it becomes available or as requested by the Contractor. The Contractor shall return all GFI to NSWC PC Code

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E32 at the completion of the task order.

5.0 DATA DELIVERABLES

Deliverables shall be in accordance with the attached Contract Data Requirements List (DD Form 1423). The Contractor can use an informal text format or one provided by the Government for the particular document. Unless specified otherwise, the default software format for the deliverables is Microsoft Office 2000 compatible formats (i.e. Word, Excel, PowerPoint, Access.) using SOW paragraph 2.3(a) for guidance. Documents shall be supplied electronically via a readable media (i.e. 3.5 diskette, Zip, CD, E-mail.) A hard copy will also be provided with each delivery, unless for expediency at the Government's discretion, the electronic media (by disk or E-mail) is acceptable and the Government can reproduce the final document. **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

See Section F

7.0 SECURITY

The Contractor will require access to classified documents or classified areas. Documents under this delivery order may contain classified information. All classified documents will be generated at NSWC PC and held by NSWC PC. No classified documents will be held at the contractor's facility. However, any reports or documentation resulting from this contract cannot be distributed without formal approval from Naval Surface Warfare Center Panama City, Code E32, 110 Vernon Avenue, Panama City, FL 32407-7001. See paragraph 5 for requirement to encrypt controlled unclassified information.

8.0 DISTRIBUTION LIMITATION STATEMENT

Technical documents and other data materials generated under this delivery order shall be marked with the following distribution statement and Destruction Notice on the cover and title page (if any):

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND DOD CONTRACTORS ONLY (ADMINISTRATIVE/OPERATIONAL USE) (DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT MUST BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER- PANAMA CITY, ATTN: CODE E32, 110 VERNON AVENUE, PANAMA CITY, FL 32407-7001.

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 shall be protected from disclosure in accordance with the markings contained thereon. All other information relating to 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 or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other 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 to preclude access by any person or entity not authorized such access by the Government.

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HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of

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interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

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SECTION D PACKAGING AND MARKING

SECTION D PACKAGING AND MARKING

PACKING AND MARKING

Packaging and marking, if applicable, shall be to best commercial practices.

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SECTION E INSPECTION AND ACCEPTANCE

Section E INSPECTION AND ACCEPTANCE

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

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SECTION F DELIVERABLES OR PERFORMANCE

Section F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

1) SHIP TO ADDRESS:

Naval Support Activity Panama City
Attn: Receiving Officer
101 Vernon Ave
Panama City Beach FL 32407-7018

2) All items shall be shipped FOB: Destination

3) PERIOD OF PERFORMANCE:

This task order shall become effective on 6 September 2007, or on the date of award, whichever is later and shall continue for a period of one year. In accordance with the Award Term Plan and Award Term Clause of this order, the order may continue for up to a maximum of five years based on the contractor's performance.

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SECTION G CONTRACT ADMINISTRATION DATA

SECTION G CONTRACT ADMINISTRATION DATA

1. The Task Order Manager is Joe Farmer, email: joseph.farmer@navy.mil, phone: 850-230-7593.
2. Invoicing shall be submitted in accordance with the Multiple Award Contract instructions coordinated with the Administrative Contracting office.
3. The Administrative Contracting Office is identified in block 6 of this task order document.
4. The Contract Specialist is:
Ms. Kayla Casey
Code XPS2
110 Vernon Ave.
Panama City, FL 32407
kayla.casey@navy.mil
(850) 230-7072
5. The Contracting Officer is:
Todd Doucett
Code XPS2
110 Vernon Ave.
Panama City, FL 32407
todd.doucett@navy.mil
(850) 235-5817

6. EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility-related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility-related problem), on-site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

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Accounting Data

SLINID	PR Number	Amount
100001	71130592	26600.00

LLA :
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31E320711042

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SECTION H SPECIAL CONTRACT REQUIREMENTS

SECTION H SPECIAL CONTRACT REQUIREMENTS

1) 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 6.55 man-years per year, 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) The level of effort for this contract shall be expended at an average rate of approximately 0.13 man years 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:

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

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 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) Deleted per Amendment 0001 of the basic contract.

(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.

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4.6 PRE-AWARD FACILITY SECURITY CLEARANCE

(a) The resulting order will be placed with an Offeror possessing a facility security clearance issued by the Defense Investigative Service at the required secret level. A Government facility will initiate appropriate security clearance action for any apparent successful Offeror which does not already possess such clearance. The government is not obligated to delay issuance of the order pending security clearance of any Offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, Attachment J.4.

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CHANGES IN KEY PERSONNEL

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

The Key Personnel categories are: Program Manager, Senior Systems Engineer, Senior Technical Analyst, Senior Naval Architect, Engineer, and Journeyman Technician.

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(b) The contractor agrees that during the first 180 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 thirty (30) days, or forty-five (45) 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;
- (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution; and
- (5) 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 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.

POST AWARD CONTRACTOR PERSONNEL APPROVAL

(a) Requests for post award approval of additional and/or replacement key and non-key personnel should be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the TOM. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

(b) It is desired that resumes be submitted in the format required in solicitation Section L for original proposal submission. However, in order to expedite contract administration, contractor format may be used.

(c) A cover letter shall be included which clearly demonstrates how the proposed resume clearly meets contract requirements.

(d) If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

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TECHNICAL GUIDANCE

The Task Order Manager (TOM) will provide guidance to the contractor regarding the requirements of the Statement of Work (SOW). Such guidance may be needed to prioritize work or initiate specific tasking within broad task areas. Under no circumstances may the TOM direct the contractor to perform work outside the scope of the SOW. The contractor is responsible for notifying the Contracting Officer if it believes it has received direction to perform work that is out of scope.

Technical guidance will normally occur through day-to-day verbal communication between the TOM and the contractor's program management personnel. However, written Technical Instructions may be issued at the TOM's discretion. Technical Instructions might be needed to clarify unusually complex requirements, or simply to initiate a written record of guidance that the TOM feels is particularly important. Technical

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Instructions will be numbered sequentially and will be in the format provided by the Contracting Officer.

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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:

1. Satisfactory or better performance of the contractor as evaluated by the Government.
2. The Government has a continued need for the service (solely determined by the Government).
3. The Government has funds for the service.

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 satisfactory or better for Year 1, the contractor earns Year 2; if ratings are satisfactory or better for Year 2, the contractor earns Year 3, and so on up to the maximum of five (5) years. But if ratings are less than satisfactory for any year, then the order is ended. The evaluation criteria and the award term procedures are described in the "Award Term Plan".

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AWARD TERM PLAN

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

a. Evaluation Criteria. The evaluation criteria (as specified on the Seaport-e website) are as follows:

- Was the Contractor cooperative and capable?
- Were services and/or deliverables provided in a timely manner in accordance with the terms of the Task Order?
- How would you rate the quality of the services and/or deliverables received?
- If you had another requirement for these services and/or deliverables, would you hire this contractor again?
- How would you rate the performance of the contractor from a cost management (or cost control) perspective?
- Comments

b. Ratings. The ratings used are:

- "1" = unsatisfactory
- "2" = marginal
- "3" = satisfactory
- "4" = good

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- “5” = superior

The contractor must receive a rating of satisfactory or better on each of the above evaluation criteria in order to receive the award-term incentive. A rating of less than satisfactory on any of the above criteria may result in the incentive not being earned.

c. Evaluation Period. The evaluation periods will be (1) from award of the order through the end of the base period of performance and (2) for each award term year thereafter. Interim evaluations will also be conducted as described in paragraph (e) below.

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

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

(2) Performance Monitors. Performance monitors continually monitors 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 or verbal input as directed by the Assessing Official.

(3) Reviewing Official. The Reviewing Official is normally the contract specialist administering the task order. That individual will reconcile any disagreements between the Assessing Official and the contractor and will finalize ratings and close reports whenever such disagreements exist.

e. Interim Evaluations. An interim evaluation shall be conducted at the midpoint (e.g. end of sixth month for a 12 month period 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 60 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, the Assessing Official will forward the report to the Reviewing Official who will finalize the ratings, close the report and prepare the modification for the Contracting Officer to place the next award term. If the contractor does not concur with ratings, the Assessing Official will forward the report to the Reviewing Official who will reconcile any disagreements between the Assessing Official and the contractor, finalize the ratings, and close the report. The Reviewing Official will prepare and submit the modification and a copy of the closed report to the Contracting Officer. All reports must be closed no later than the 30 days prior to the end of the evaluation period. Once the report is closed, the ratings are not subject to dispute by either party.

g. Award-Term Determination. The contractor must receive a rating of satisfactory or better on each of the evaluation criteria in order to be eligible to have the task order extended. The Contracting Officer will review the closed report to determine if the award term has been earned and issue the appropriate unilateral contract modification. The award term is subject to cancellation based on the following specific contingencies: elimination of the requirement; lack of funding; and unfavorable determination that price is fair and reasonable.

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 plan at any time. However, if either party desires a change and a mutual agreement cannot be reached, then this original Award-Term Plan will remain in full effect.

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MANDATORY REQUIREMENTS:

Facility Security Classification per the DD Form 254 listed in Section J.

In accordance with the proposal received from Triton and specifically the email from Triton dated 6 February 2008, the following rates have been capped: Fringe, Overhead, G&A, Sub-Contractor Handling, and Escalation for Prime contractor and Sub-Contractors and Consultants. These caps apply to the base year and all out years. The specific percentages shall become part of the official contract file and shall be forwarded by letter to the Administrative Contracting Office. These caps represent the maximum rates allowable. The contractor shall be reimbursed all allowable and allocable costs up to the capped rates. Triton has agreed to absorb all costs above the stated capped rates.

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SECTION I CONTRACT CLAUSES

SECTION I CONTRACT CLAUSES

Applicable clauses are contained in the basic contract.

52.222-2 -- Payment for Overtime Premiums.

Payment for Overtime Premiums (Jul 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

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SECTION J LIST OF ATTACHMENTS

Desired Qualifications

CDRL

DD 254

Cost Summary

Supporting Cost

Work Years