

DELIVERY ORDER **FINAL**

1. CONTRACT NO. N00178-04-D-4092	2. DELIVERY ORDER NO. 000303	3. EFFECTIVE DATE ORIG 08/19/2004 MOD 11/17/2004	4. PURCHASE REQUEST NO. N00178-05-MR-00188
5. ISSUED BY CODE N00178		6. ADMINISTERED BY CODE S2404A	

DCMA VIRGINIA
10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS, VA 20109-2342

7. CONTRACTOR Novonics Corporation 2001 Jefferson Davis Highway, Suite 1105 Arlington, VA 22202 TIN: 33-0360394	CODE OZF85	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME
			10. MAIL INVOICES TO See Section G

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

Novonics Corporation

Kevin Burk, Contract
Administrat

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED
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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	08/19/2004	22. TOTAL \$102,551
CONTRACTING/ORDERING OFFICER			

SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS
C	DESCRIPTION/SPECS/WORK STATEMENT
D	PACKAGING AND MARKING
E	INSPECTION AND ACCEPTANCE
F	DELIVERIES OR PERFORMANCE
G	CONTRACT ADMINISTRATION DATA
H	SPECIAL CONTRACT REQUIREMENTS
I	CONTRACT CLAUSES
J	LIST OF ATTACHMENTS

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GENERAL INFORMATION

FundingActionOnly:

This modification is issued to provide the final increment of funding.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

0001

\$33,010

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AA	Training Demonstration Project Support (O&MN,N)	460.0 LH	\$30,568	\$2,442	\$33,010

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
0003			\$69,541
0003AA	ODCs in support of Item 0001AA (O&MN,N)	1.0 Lot	\$69,541

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

NAVSEA 06 Training Demonstration Project Support

1.0 BACKGROUND: The Services are developing and deploying capability that transcends traditional system and Service boundaries. Force multipliers are being realized through the development of cooperative systems that allow the sharing of major war-fighting resources from situational awareness through weapon engagement. As these systems are deployed, interoperability among systems, across traditional boundaries, is emerging as a major operational and engineering concern. The technology now exists to tie together technical and training organizations responsible for resolving interoperability issues to more efficiently address Carrier Strike Group/Expeditionary Strike Group interoperability training in today's Fleet Response Plan environment.

2.0 SCOPE: The goal of this effort is to facilitate the execution of an in-port interoperability training event involving at least two BFTT/Link-16 capable ships pier-side at Naval Station Norfolk, the Center for Surface Combat Systems (CSCS) Dahlgren, the Combat Direction Systems Activity (CDSA) Dam Neck, the Tactical Training Group Atlantic (TTGL), the Federal German Navy (FGN) and the Royal Australian Navy (RAN).

3.0 APPLICABLE DOCUMENTS:

- a. FAR 52.22714 (Rights in Data) and DFARS 252.227-7017 (Identification and Assertion of Use, Release, or Disclosure Restrictions).
- b. DFARS 252.227-7017 (Identification and Assertion of Use, Release, or Disclosure Restrictions).
- c. IEEE/EIA 12207.1, "Guide for ISO/IEC 12207, Standard for Information Technology - Software Life Cycle Processes - Life Cycle Data".
- d. IEEE/EIA 12207.2, "Guide for ISO/IEC 12207, Standard for Information Technology - Software Life Cycle Processes - Implementation Considerations".
- e. Use Cases Combined with Booch/OMT/UML (Texel et al)
- f. American Society of Mechanical Engineers (ASME) Engineering Drawing Standards, ASME Y14.x.
- g. National Industrial Security Program Operating Procedures (NISPOM).
- h. NAVSEA 06 Training Demonstration Installation Plan Of Actions and Milestones (POA&M).
- i. NAVSEA Technical Specification 9090-310B SHIPALT Accomplishment by Alteration Installation Teams.

4.0 REQUIREMENTS: The following items shall be delivered to the Government In Accordance With (IAW) dates and details identified in the Government accepted NAVSEA 06 Training Demonstration Installation Plan of Action and Milestones (POA&M) ref 3.h , hereto. A summary of the estimated timeline is provided below:

- a. CSCS Installation - one (1) week, must be completed on or before 30 September 2004
- b. Integration Testing - one (1) week, must be completed on or before 30 September 2004
- c. Ship Installation - three (3) days, must be completed on or before 06 October 2004
- d. Equipment Installation - two (2) days, must be completed on or before 06 October 2004
- e. Integration Test (Ships/M-DOC/CSC) - two (2) days, must be completed on or before 11 October 2004
- f. TADIL Training Test - three (3) days, must be completed on or before 11 October 2004
- g. Documentation - one (1) week, must be completed on or before 22 October 2004

4.1 The contractor shall provide liaison with PEO IWS Total Ship Training System (TSTS) Project Office, Combat Direction Systems Activity (CDSA), and appropriate Naval Sea Systems Command, International Program, Joint and Fleet offices engaged in coalition and allied training and readiness development activity. This liaison effort is for Memorandum Of Agreement (MOA) development, and tracking to ensure that all agreements are met as dictated within the POA&M (ref 3.h).

4.2 The Contractor shall provide direct engineering support of selected coalition training and readiness development exercise events, including but not limited to the coalition components of Battle Group In-port Exercise (BGIE) and Maritime Group In-port Training (MGIT), and associated test events.

4.2.1 The direct engineering shall be in the form of installation and testing of network and networked systems and associated components, installation of network and simulation analysis tools, installation and testing of network encryption devices, installation and testing of voice capabilities, and installation, testing and analysis of link-11/16 systems.

4.2.2 The places of performance shall be at CDSA Dam Neck, Tactical Training Group Atlantic, Pier Side at Norfolk Naval Station, Center For Surface Combat Systems Dahlgren, Virginia, and at Herndon, Virginia.

4.3 The Contractor shall provide engineering support to the system architectures, develop system configurations, identify components to be included, procure identified components, develop implementation plans, develop event guides tailored as required for each event.

4.4 The primary technical/engineering person(s) performing this delivery order are to be considered Key Personnel. The Contractor shall provide a list of key positions and the names of individuals it intends to utilize in these key positions with its proposal for this delivery order. The Contractor shall obtain written approval from the Contracting Officer to make changes in Contractor key personnel.

4.5 The Contractor shall deliver Trip Reports including lessons learned for all travel performed in support of this Delivery Order. (CDRL A001)

5.0 PROGRESS REPORTS: The Contractor shall deliver progress reports and other data items as described in Exhibit "A".

5.1 Final Report: A final report, IAW CDRL Item Number A002 shall be delivered at the completion of the Delivery Order.

5.2 Interim Progress Reports: Interim progress reports (one technical and one financial) shall be delivered monthly during the performance of this order IAW CDRL Item Number A003, attached. The technical and financial monthly reports may be combined into one monthly report.

6.0 PLACES OF PERFORMANCE: Primary efforts under this order shall be performed at Contractor facilities in Virginia Beach, VA, and CDSA NAVSEA Dam Neck facilities.

7.0 SECURITY REQUIREMENTS: All personnel performing "classified tasks" under this Delivery Order shall possess, at minimum, a DoD Industrial Security Clearance of at least SECRET.

a. Contractor requests for visit authorizations shall be submitted IAW DoD 5520.22M (Industrial Security Manual for Safeguarding Classified Information) as early as practicable and not later than three working days prior to visit (except in cases of urgency). When a contractual relationship exists, original requests shall be delivered to the Security Officer of the activity being visited. When a contractual relationship does not exist, original requests shall be delivered to the Security Officer of the activity being visited via the Contracting Officer's Representative (COR) for endorsement of need-to-know.

b. Visit requests for subcontractors shall be submitted to the appropriate Contractor Facility Security Officer (FSO) for certification of need to know, when applicable.

c. Requirements for possession of a security clearance higher than SECRET shall be brought to the attention of the Contracting Officer for possible contract modification.

d. In the event that the Contractor requires Classified Foreign Government Information (FGI), to execute the tasks within this SOW, the Contractor shall only receive this information via the US Government. The Contractor shall comply with NISPOM Chapter 10. The US Government shall comply with SECNAVINST 5510.36 Section 7 and shall update the DD-254 to include the Classification Guidance Documentation, provided by the Foreign Government.

8.0 GOVERNMENT-FURNISHED INFORMATION (GFI): GFI is considered to consist of the various project support documents necessary to complete the tasks set forth in this Delivery Order. The Government, upon request by the Contractor, and as specified by the Task Order Manager (TOM) on a case by case basis will provide applicable documentation. All GFI shall be returned to the Government at request. Specific items of GFI may be required to be returned to the Government within 24 hours of Contractor notification, at which time the Contractor shall comply with the Government's request.

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9.0 GOVERNMENT FACILITIES: Use of Government-owned computer facilities, equipment and software at CDSA NAVSEA Dam Neck is not required.

10.0 TRAVEL REQUIREMENTS: All travel under this order must be requested of, and authorized by, the TOM in writing or by electronic mail, and must show the appropriate Delivery Order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high-cost or unusual cost expected. The Contractor is not authorized to perform any travel that is not in conjunction with this Delivery Order. Travel, in the performance of duties described in this statement of work is estimated as:

Herndon, Virginia 1 Person 3 Days Training Support

Dahlgren, Virginia 1 Person 8 Days On-Site Support

11.0 TRANSPORTATION OF EQUIPMENT/MATERIAL:

a. The Contractor is authorized to transport equipment and materials to and from the Contractor's facility to CDSA NAVSEA Dam Neck, Virginia Beach, VA, and to other locations as necessitated by the program.

12.0 TRAINING: No training or costs associated with the training of Contractor personnel will be reimbursed under this Delivery Order.

13.0 TOM DESIGNATION: The Task Order Manager (TOM) for this order is James Simon, Code F21, and telephone (757) 492-6695.

14.0 UMMIPS PRIORITY: Not required for this order.

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at Destination by the Government.

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SECTION F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for the following firm items are from date of task order award through six (6) months thereafter, estimated at:

0001AA 08/19/2004 - 03/18/2005

0003AA 08/19/2004 - 03/18/2005

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SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID	PR Number	Incremental Amount
0001AA	43082090	780.00
LLA :		
97X4930.NH1E 000 77777 0 000178 2F 000000 41F820413K02		

TASK ORDER MANAGER

ACCOUNTING AND APPROPRIATION DATA:

Apply to CLINS 0001 and 0003 Req. F21000/41835949

ACR: AA 97X4930.NH1E 000 77777 0 000178 2F 000000 41F820413K01 \$91,771.00

Apply to CLIN 0001 Req. F21000/42731213

ACR: AB 97X4930.NH1E 000 77777 0 000178 2F 000000 41F820413K02 \$10,000.00

Apply to CLIN 0001 Req. F21000/43082090

ACR: AB 97X4930.NH1E 000 77777 0 000178 2F 000000 41F820413K02 \$780.00

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

0001AA 30,568.00 2,442.00 460 hours through 18 Mar 05

0003AA 69,541.00 0.00 Through 30 Sep 04

(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.

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 460 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 19 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 paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

SECTION H SPECIAL CONTRACT REQUIREMENTS

Section H clauses are in accordance with Section H of the IDIQ contract

MANDATORY REQUIREMENT

A SECRET clearance is required for all personnel performing under this task order.

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SECTION I CONTRACT CLAUSES

Section I clauses are in accordance with Section I of the IDIQ contract.

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SECTION J LIST OF ATTACHMENTS

Cost Summary Report
Supporting Cost Data
Contract Security Classification Specification
CDRLs