

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-04-D-4047	2. DELIVERY ORDER NO. FG0101	3. EFFECTIVE DATE ORIG 07/13/2006 MOD 08/01/2006	4. PURCHASE REQUEST NO. N00174-06-MR-58067
-------------------------------------	---------------------------------	--	---

5. ISSUED BY NSWC, INDIAN HEAD DIVISION Georgia A. Warder 1143A 101 Strauss Ave., Bldg 1558 Indian Head, MD 20640-5035 georgia.warder@navy.mil 301-744-6679 Ext.	CODE N00174	6. ADMINISTERED BY DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS, VA 20109-2342	CODE S2404A
---	----------------	---	----------------

7. CONTRACTOR Envisioneering, Inc. 4485 Danube Drive Suite 46 King George, VA 22485	CODE OZPB3	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

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

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.
-------------------	---	---	---

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.

Envisioneering, Inc.	William J. Taczak, Jr., Executive Vice Presi		
NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	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: Renee M. Brown CONTRACTING/ORDERING OFFICER	08/01/2006	22. TOTAL \$0.00
---	--	------------	---------------------

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		

THE PURPOSE OF THIS MODIFICATION IS TO CANCEL THE TASK ORDER AT NO COST TO EITHER PARTY.

1. AS A RESULT OF THIS MODIFICATION THE TOTAL AMOUNT OF THE TASK ORDER IS DECREASED AS FOLLOWS:

FROM: \$703,262.00
TO: -0-

2. AS A RESULT OF THIS MODIFICATION THE FUNDING HAS BEEN DE-OBLIGATED AND THE ACCOUNTING AND APPROPRIATION DATA HAS CHANGED AS FOLLOWS:

MOD 1
100001 7474061882897 (\$65,000.00)
LLA :
AA 97X4930 NH1F 000 77777 0 000174 2F 000174 747403D5C741
Incremental Funding
100002 7474061812565 (\$14,400.00)
LLA :
AB 97X4930 NH1F 000 77777 0 000174 2F 000174 7474067435SS
Incremental Funding
100003 7474061812554 (\$140,100.00)
LLA :
AC 97X4930 NH1F 000 77777 0 000174 2F 000174 74740674140S
Incremental Funding

2. Any questions concerning this modificaliton should be addressed to Georgia Warder at 301-744-6679 or via e-mail to georgia.warder@navy.mil.

THE CONTRACTOR UNCONDITIONALLY WAIVES ANY CHARGES AGAINST THE GOVERNMENT ARISING UNDER THE REDUCED PORTION OF THE TASK ORDER OR BY REASONS OF ITS REDUCTION INCLUDING, WITHOUT LIMITATION, ALL OBLIGATIONS OF THE GOVERNMENT TO MAKE FURTHER PAYMENT OR TO CARRY OUT ANY FURTHER UNDERTAKING UNDER THE REDUCED PORTION OF THE TASK ORDER. THE GOVERNMENT ACKNOWLEDGES THAT THE CONTRACTOR HAS NO OBLIGATION TO PERFORM FURTHER DELIVERIES UNDER THE REDUCED PORTION OF THE TASK ORDER. NOTHING IN THIS PARAGRAPH AFFECTS ANY OTHER CONVENANTS, TERMS OR CONDITIONS OF THE TASK ORDER.

A conformed copy of this Task Order is attached to this modification for information purposes only.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Support for Strategic Systems Evaluation Department (NAVAIR, USMC, FAA, SWR, CINPACFLT, CINCLANTFLT) (OTHER)	1.0 Lot	\$0	\$0	\$0

100001 Incremental Funding Requisition No. 61882897

100002 Incremental Funding Requisition No. 61812565

100003 Incremental Funding Requisition No. 61812561

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1100	Option I - Support for Strategic Systems Evaluation Department (NAVAIR, USMC, FAA, SWR, CINPACFLT, CINCLANTFLT) (OTHER) Option	1.0 Lot	\$0	\$0	\$0

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1200	Option II - Support for Strategic Systems Evaluation Department (NAVAIR, USMC, FAA, SWR, CINPACFLT, CINCLANTFLT) (OTHER) Option	1.0 Lot	\$0	\$0	\$0

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1300	Option III - Support for Strategic Systems Evaluation Department (NAVAIR, USMC, FAA, SWR, CINPACFLT, CINCLANTFLT) (OTHER) Option	1.0 Lot	\$0	\$0	\$0

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1400	Option IV - Support for Strategic Systems Evaluation Department (NAVAIR, USMC, FAA, SWR, CINPACFLT)	1.0 Lot	\$0	\$0	\$0

CONTRACT NO. N00178-04-D-4047	DELIVERY ORDER NO. FG0101	PAGE 2 of 12
----------------------------------	------------------------------	-----------------

CINCLANTFLT)
(OTHER)
Option

3000	Subcontractors/Consultants (labor, G & A, materials and travel)- Travel - Materials (OTHER)	1.0 Lot	\$0
3100	Option I ODC's - Subcontractors/Consultants (labor, G & A, materials and travel)- Travel - Materials (OTHER) Option	1.0 Lot	\$0
3200	Option II ODC's - Subcontractors/Consultants (labor, G & A, materials and travel)- Travel - Materials (OTHER) Option	1.0 Lot	\$0
3300	Option III ODC's - Subcontractors/Consultants (labor, G & A, materials and travel)- Travel - Materials (OTHER) Option	1.0 Lot	\$0
3400	Option IV ODC's - Subcontractors/Consultants (labor, G & A, materials and travel)- Travel - Materials (OTHER) Option	1.0 Lot	\$0

TASK ORDER MANAGER (TOM)

a) The Task Order Manager for this task order is:

Name: Ivor Isaacs
Address: 800 Seal Beach Blvd, Seal Beach, Ca. 90740
Code: R44
Telephone No.: (562)626-6020

(b) The Alternate TOM for this contract is:

Name: David Thomas
MailingAddress: 800 Seal Beach Blvd, Seal Beach, Ca. 90740
Code: R44
Telephone No.: (562) 626-7908

(c) The TOM will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The TOM is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the task order.

(d) When, in the opinion of the contractor, the TOM requests effort outside the existing scope of the task order, the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the task order, until the ordering officer has issued a modification to the task order; or until the issue has been otherwise resolved.

(e) In the event that the TOM named above is absent due to leave, illness

CONTRACT NO. N00178-04-D-4047	DELIVERY ORDER NO. FG0101	PAGE 3 of 12
----------------------------------	------------------------------	-----------------

or official business, all responsibility and functions assigned to the TOM will be the responsibility of the alternate TOM.

SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, AS FOLLOWS:

INVOICES ARE TO BE SUBMITTED THROUGH WIDE AREA WORKFLOW (WAWF)

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the TOM and NAVSEA INDIAN HEAD, Comptroller Code 021. Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided.

(e) A DD Form 250, "Material Inspection and Receiving Report",
is required with each invoice submittal.
XX is required only with the final invoice.
is not required.

(f) A Certificate of Performance
shall be provided with each invoice submittal.
XX is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

SECTION C DESCRIPTIONS AND SPECIFICATIONS

See attachment (1) entitled "Statement of Work" under Section J

SECTION D PACKAGING AND MARKING

See Basic Contract Clauses

Ship to Address:

Ivor Isaacs R44
Naval Surface Warfare Center Indian Head Division
Seal Beach Detachment
800 Seal Beach Blvd.
Seal Beach Ca 90740

CONTRACT NO. N00178-04-D-4047	DELIVERY ORDER NO. FG0101	PAGE 6 of 12
----------------------------------	------------------------------	-----------------

SECTION E INSPECTION AND ACCEPTANCE

SEE BASIC CONTRACT CLAUSES

SECTION F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

Clin 1000 and 3000 One Year from Contract Award

Clin 1100 and 3100 One Year from Exercise of Option

Clin 1200 and 3200 One Year from Exercise of Option

Clin 1300 and 3300 One Year from Exercise of Option

Clin 1400 and 3400 One Year from Exercise of Option

SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID	PR Number	Amount
100001	7474061882897	65000.00
LLA :		
AA 97X4930 NH1F 000 77777 0 000174 2F 000174 747403D5C741 Incremental Funding		
100002	7474061812565	14400.00
LLA :		
AB 97X4930 NH1F 000 77777 0 000174 2F 000174 7474067435SS Incremental Funding		
100003	7474061812554	140100.00
LLA :		
AC 97X4930 NH1F 000 77777 0 000174 2F 000174 74740674140S Incremental Funding		
MOD 1		
100001	7474061882897	(65000.00)
LLA :		
AA 97X4930 NH1F 000 77777 0 000174 2F 000174 747403D5C741 Incremental Funding		
100002	7474061812565	(14400.00)
LLA :		
AB 97X4930 NH1F 000 77777 0 000174 2F 000174 7474067435SS Incremental Funding		
100003	7474061812554	(140100.00)
LLA :		
AC 97X4930 NH1F 000 77777 0 000174 2F 000174 74740674140S Incremental Funding		

Task Order Manager

Ivor Isaacs, R44
800 Seal Beach Blvd. Building 126, 3 RD floor
Seal Beach, CA 90740-5000
ivor.isaacs@navy.mil
562-626-7919

Alternate Task Order Manager

David N Thomas, R44
david.n.thomas@navy.mil
562-626-7908

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
1000	\$ 208,031.00	\$11,469.00	10-July-2007

TASK ORDER POINTS OF CONTACT

The following contacts are provided for this contract:

Contract Administrator: Georgia Warder

CONTRACT NO. N00178-04-D-4047	DELIVERY ORDER NO. FG0101	PAGE 9 of 12
----------------------------------	------------------------------	-----------------

Phone Number: (301)744-6679
Email: warderga@ih.navy.mil

Payments/Invoicing: David Thomas
Phone Number: (562)626-7908

Task Order Manager: Ivor Isaacs
Phone Number: (562)626-7919

Any concerns regarding your task order, should be directed to the above mentioned personnel, or the Ordering Officer Renee Brown at (301) 744-6653.

SECTION H SPECIAL CONTRACT REQUIREMENTS

INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Ordering Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

HOLIDAY DATE OF OBSERVANCE

New Year's Day 01 January

Martin Luther King's Birthday 19 January

President's Day 16 February

Memorial Day 31 May

Independence Day 5 July

Labor Day 6 September

Columbus Day 11 October

Veteran's Day 11 November

Thanksgiving Day 25 November

Christmas Day 24 December

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Procurement Department and Receiving Office are as follows:

AREA FROM TO

Procurement Department(BLDG. 1558) 7:30 A.M. 4:00 P.M.

Receiving Office (BLDG. 116) 7:30 A.M. 11:00 A.M.

12:30 P.M. 2:00 P.M.

If you intend to visit the Procurement Department, it is advised that you call for an appointment at least 24 hours in advance.

GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Task Order Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this task order:

See Section 4.8 of the Statement of Work

TECHNICAL INSTRUCTIONS

(a) Performance of the work hereunder will be subject to written technical instructions signed by the Ordering 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 task order. Technical instructions may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause of the basic contract; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for task order performance; or (4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order or is inconsistent with this requirement, the Contractor shall notify the Ordering 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 Ordering Officer that the technical instruction is within the scope of this task order.

(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 I CONTRACT CLAUSES

In addition to the clauses in the basic contract, the following clauses are incorporated into the subject task order:

OPTION TO EXTEND THE TERM OF THE TASK ORDER

- (a) The Government may extend the term of this contract by written notice to the Contractor within 365 days of award or exercise of previous option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, 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 5 years.

SECTION J LIST OF ATTACHMENTS

Attachment 1. Statement of Work