

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-05-D-4357	2. DELIVERY ORDER NO. 4Y0105	3. EFFECTIVE DATE ORIG 11/14/2006 MOD 11/12/2008	4. PURCHASE REQUEST NO. N68335-09-MR-30503	Rating Unrated
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5. ISSUED BY NAVAIR Aircraft Division Lakehurst Contracts Hwy 547 Code 2.5.2 Bldg 562-1 Lakehurst NJ 08733-5060 david.andreoli@navy.mil 732-323-5208	CODE N68335	6. ADMINISTERED BY DCMA SOUTHERN VIRGINIA 2000 Enterprise Parkway, Suite 200 Hampton VA 23666	CODE S5111A
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7. CONTRACTOR Gstek 1100 Madison Plaza, Suite A Chesapeake VA 23320-5163	CODE 00HY8	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 43218-2264	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.

Gstek	Matt Strother		
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: Cindy A Scheper	11/12/2008 CONTRACTING/ORDERING OFFICER	22. TOTAL \$773,709.15
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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

POINTS OF CONTACT

The Contracts Dept. POC for this modification is [REDACTED]
[REDACTED]

The TOM is [REDACTED]

The Technical POC is [REDACTED]

GSTek's POC is [REDACTED]

SUMMARY OF CHANGES

The purpose of this modification is to exercise Option Period II:

CLIN 1200 Labor Option Period II

CLIN 3200 Travel Option Period II

The Period of Performance for Option Period II is being changed to 11/5/2008 thru 11/14/2009.

Incremental Funding is being added to CLIN 1200 Labor (Opt II), CLIN 3200 Travel (Opt II)

The total funded amount of CLIN 1200 Labor (Opt II) is increased as follows:

FROM: \$0 BY: [REDACTED] TO: [REDACTED]

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The total funded amount of CLIN 3200 Travel (Opt II) is increased as follows:

FROM: \$0 BY: [REDACTED] TO: [REDACTED]

The work to be completed under this funding action is contractor support services (CSS) in accordance with Statement of Work.

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

The total value of the task order is hereby increased by [REDACTED] from [REDACTED] to [REDACTED]. The total amount of funds obligated to the task is hereby increased by [REDACTED] from [REDACTED] to [REDACTED].

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	Labor for the Base Period. The contractor shall provide support services in accordance with Section C. (WCF)	██████ LH	██████████	██████████	██████████
1100	Labor for Option Period I. The contractor shall provide support services in accordance with Section C. (WCF)	██████ LH	██████████	██████████	██████████
1101	Labor for Option Period I. The contractor shall provide support services in accordance with Section C. (WCF)	██████ LH	██████████	██████████	██████████
1102	Labor for Option Period I. The contractor shall provide support services in accordance with Section C. Period of Performance is 25 Sep 2008 - 3 Nov 2008. (WCF)	██████ LH	██████████	██████████	██████████
1200	Labor for Option Period II. The contractor shall provide support services in accordance with Section C. (WCF)	██████ LH	██████████	██████████	██████████

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000	Travel for the Base Period. (WCF)	1.0 Lot	██████████
3100	Travel for the	1.0 Lot	██████████

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Option Period I.
(WCF)

3200 Travel for the 1.0 Lot [REDACTED]
Option Period II.
(WCF)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Labor for Option Period III. The contractor shall provide support services in accordance with Section C. (WCF) Option	[REDACTED]	LH	[REDACTED]	[REDACTED]	[REDACTED]
4100	Labor for Option Period IV. The contractor shall provide support services in accordance with Section C. (WCF) Option	[REDACTED]	LH	[REDACTED]	[REDACTED]	[REDACTED]

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Travel for Option Period III. (WCF) Option	1.0	Lot	[REDACTED]
6100	Travel for the Option Period IV. (WCF) Option	1.0	Lot	[REDACTED]

The Task Order Contracting Officer and/or Contracting Specialist will unilaterally create additional SLINs during the performance of this Task Order to accommodate the multiple types of funds that will be used under this order.

The Base Period of the Task Order, and the option periods if exercised, will be Cost Plus Fixed Fee.

For estimating purposes only, the following historical data is being provided as a guide for preparing future requirements. The contractor is not bound by these historical hours and is encouraged to provide innovative solutions and labor mixes for fulfilling the requirements as stated in the SOW.

For informational purposes only, the Government Estimate per year is as follows:

*Indicates Key Personnel

Labor Category Estimated Hours

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*Project Manager/Telecommunications Specialist [REDACTED]

(Government Site)

*Telecommunications Mechanic (Government Site) [REDACTED]

Office Automation Clerk (Government Site) [REDACTED]

Travel Estimate

Base Year [REDACTED]

Option Year I [REDACTED]

Option Year II [REDACTED]

Option Year III [REDACTED]

Option Year IV [REDACTED]

This effort was previously provided by Government Personnel. There is no incumbent contractor.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

See Section J, List of Attachments for Statement of Work (SOW).

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SECTION D PACKAGING AND MARKING

ITEMS 1000 THROUGH 3000 AND AWARD TERM OPTION ITEMS 4000 THROUGH 9000- There are no packaging or marking requirements for the services to be ordered under the task orders. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provision set forth below unless otherwise indicated in individual task orders.

DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (Sep 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

(1) name and business of the contractor

(2) contract number

(3) task order number

(4) sponsor _____

(Name Individual Sponsor)

(Name of Requiring Activity)

(City & State)

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e basic contract.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The Period of Performance for the Base Period is 15 Nov 2006 - 14 Nov 2007.

The Period of Performance for Option Period I is 15 Nov 2007 - 14 Nov 2008.

The Period of Performance for Option Period II is 15 Nov 2008 - 14 Nov 2009.

The Period of Performance for Option Period III is 15 Nov 2009 - 14 Nov 2010.

The Period of Performance for Option Period IV is 15 Nov 2010 - 14 Nov 2011.

F-1 Task Order Options

The Government may extend the term of this order by written notice to the Contractor within 5 days before the end of the current period of performance; provided that the Government give the Contractor a preliminary written notice of its intent to extend at least 30 days before the end of the current period of performance. The preliminary notice does not commit the Government to an extension.

If the Government exercises an option, the extended order shall be considered to include this option provision.

The total duration of this order, including the exercise of any option under this clause, shall not exceed 5 years.

52.217-5 Evaluation of Options

Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the options(s).

(End of Provision)

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SECTION G CONTRACT ADMINISTRATION DATA

TASK ORDERING MANAGER (TOM) APPOINTMENT (JUL 2005)

(a) The Task Ordering Officer hereby appoints the following individual as the Task Ordering Manager (TOM) for this Task

Name: [REDACTED]

Code: [REDACTED]

E-mail: [REDACTED]

Mailing Address: [REDACTED]

Telephone: [REDACTED]

(b) The TOM is responsible for those specific functions assigned in the Task Order manager appointment letter.

(c) Only the Task Order Contracting Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Ordering Contracting Officer in writing. No action shall be taken by the contractor unless the Task Order Contracting Officer, PCO or ACO has issued a formal modification.

SEA 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

[REDACTED] [REDACTED] [11/15/06-11/14/07]

Option Period II

[REDACTED] [REDACTED] 11/5/08-11/14/2009

(To be provided at the task order level)

(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 [1200 & 3200_] are fully funded and performance under these CLINs/SLINs is subject to the clause

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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.

FUNDING PROFILE

It is estimated that these incremental funds will provide for [if LOE, enter the number of hours; if completion or supply enter items and quantities] The following details funding to date:

Total

Contract Funds This Previous Funds Balance Action Funding Available

Unfunded

5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS) (MAR 2006)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor “Quick Reference” Guides are located at the following web site:
<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAAC’s, must be entered for completion of the invoice in WAWF:

WAWF Invoice Type: Access the following web site for information on invoice types:http://www.wawftraining.com/courses/_content_package/content_files/menuTree.html- Click on Vendor, then Determine Type of Document to Create.

Issuing Office DODAAC: Enter DODAAC of the activity issuing the contract.

Admin Office DODAAC: See block 6 of Task Order front page.

Inspector DODAAC (if applicable): Enter Inspector DODAAC, or leave blank

Ship To DODAAC (for Combo),Service Acceptor DODAAC (for 2 in 1),Service Approver DODAAC (for Final Cost Voucher) (if applicable):Enter DODAAC

Acceptor DODAAC (if applicable): Enter Acceptor DODAAC **Organization that Government Acceptor Works for

Local Processing Office:N/A (Leave blank)

DCAA Office DODAAC (Cost Voucher Approver – if applicable): Enter DCAA Office DODAAC

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Paying Office DODAAC: See Block 12 of Task Order front page.

(c) The contractor shall submit invoices / cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) The Government shall process invoices / cost vouchers for payment per contract terms.

(e) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name Email Phone Role



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Accounting Data
SLINID  PR Number          Amount
-----
1000    001018700800002      [REDACTED]
LLA :
AA 97X4930 NH2A 233 77777 0 054219 2F 000000 000005050300

3000    001018700800002      [REDACTED]
LLA :
AA 97X4930 NH2A 233 77777 0 054219 2F 000000 000005050300

MOD 2

1100    001022622000001      [REDACTED]
LLA :
AA 97X4930 NH2A 233 77777 0 054219 2F 000000 000005050300

3100    001022622000002      [REDACTED]
LLA :
AA 97X4930 NH2A 233 77777 0 054219 2F 000000 000005050300

MOD 3

1101    130011143200001      [REDACTED]
LLA :
AB 97X4930 NH2A 260 77777 0 050120 2F 000000 A00000027653

MOD 4

1102    130011321600001      [REDACTED]
LLA :
AC 97X4930 NH2A 260 77777 0 050120 2F 000000 A00000045224

MOD 5

1200    130011596700001      [REDACTED]
LLA :
AD 97X4930 NH2A 254 77777 0 050120 2F 000000 A00000075999

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3200 130011596700001 [REDACTED]
LLA :
AD 97X4930 NH2A 254 77777 0 050120 2F 000000 A00000075999

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR) (OCT 2005)

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)(OCT 2005)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that during the first six months of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) 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 offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the

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Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (NAVAIR) (SEP 2000)

(a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering."

(b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

SECURITY REQUIREMENTS

Program Administrator (PA) Employees. The PA shall not employ persons for work in the performance of this Award who are identified to the PA by the Contracting Officer as potential threats to the health, safety, security, general well being, or operational mission of the installation and its population. Where reading, understanding, read, write, and speak English to the twelfth grade level. (The speaking skill is not required of a PA employee who is hearing impaired). All PA employees must be computer literate.

Employment of Foreign Nationals: No foreign nationals shall be employed under this award. The PA shall ensure that all personnel employed in the performance of this award shall be United States Citizens, and capable of obtaining a secret security clearance.

NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

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SECTION I CONTRACT CLAUSES

Clauses specified in Section I of the SeaPort-e basic contract are incorporated into this order if applicable.

52.222-41 Service Contract Act (1965)

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SECTION J LIST OF ATTACHMENTS

NMCI Form

DD-254 DoD Contract Security Classification Specification

Revised SOW - Paragraph 13

DD=254 dated 11-15-06

██████████ TOM Appointment Letter

██████████ Alternate TOM Appointment Letter