

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-04-D-4061	2. DELIVERY ORDER NO. 000320	3. EFFECTIVE DATE ORIG 10/01/2004 MOD 03/14/2008	4. PURCHASE REQUEST NO. N00178-08-MR-64842
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5. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110	CODE N00178	6. ADMINISTERED BY DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE S2101A
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7. CONTRACTOR Gryphon Technologies, LC 6301 Ivy Lane Suite 300 Greenbelt MD 20770	CODE 05TP2	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.

Gryphon Technologies, LC

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: _____ CONTRACTING/ORDERING OFFICER	03/17/2008	22. TOTAL
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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

AUTHORITY: This unilateral modification is issued pursuant to the authority of FAR 43.103(b)(1).

PURPOSE: Modification -20 changes the Task Order Manager (TOM) designated in Section G and replaces the TOM Appointment Letter attachment.

MODIFICATION 20:

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work

Combat System Integration/Engineering Support

C.1 BACKGROUND

In support of Command, Control, Communications, Computers, Combat and Intelligence (C5I) Modernization, the Naval Surface Warfare Center, Dahlgren Division is tasked by Naval Sea Systems Command (NAVSEA) Program Executive Office (PEO) Ships to provide Program and Technical engineering, design, and integration support for all PMS470 Mine, Amphibious, Auxiliary, and Command (MAAC) Class Ships including, but not limited to: Mine (MCM 1, MHC 51), Amphibious (LHD 1, LHA 1, LPD 4, LSD 41/49), Auxiliary (AOE 1/6, AS 39 and ARS 50), and Command (LCC 19/20, AGF 3) Class Ships. These efforts include C5I integration and engineering, development and review of Ship Change Documents (SCD) and associated technical information, maintenance and update of supporting databases, and participation in programmatic and technical meetings.

C.2 CONTRACT GOALS

The primary goals of this contract are to provide Programmatic, Systems Engineering, Integration, Planning, and Design engineering services in support of C5I Modernization and Strike Force deployments for the MAAC Class Ships. Below is a description of the tasks to be performed by the contractor, location of work, period of performance, deliverable schedule, and special requirements.

C.3 TASKS TO BE PERFORMED

- a. Review Ship Change Document (SCD): Provide technical support and review of Ship Change Documents (SCDs) for the MAAC Class Ships.
- b. Prepare Ship Change Document (SCD): Prepare fleet and program SCDs for review and signature as required.
- c. Provide Technical Support: Provide technical input and support for Battle Force Amphibious, Command and Auxiliary Ships to identify and respond to C5I and Fleet Modernization Program (FMP) technical issues.
- d. Provide Meeting Support: Provide inputs to periodic internal and external technical and program reviews, briefings and reports.
- e. Maintain C5I Software and Hardware Configuration Matrices: Update and complete the C5I Software and Hardware Configuration Matrix.
- f. Support Software Initiatives: Provide technical input and support for amphibious ship software to identify issues and participate in all planning, interoperability, and certification meetings.
- g. Maintain Consolidated Software Delivery (CSD) Schedule: Update and complete the Consolidated Software Delivery (CSD) schedule.
- h. Provide Program Management Support: Provide support for PEO ShipsFP Fleet Business & Financial Management (BFM) Division for Program Objective Memorandum (POM) and budget issues affecting ships.
- i. Provide Database Management Support: Maintain a Microsoft-compatible database to support PEO ShipsF in ensuring that ships are properly supported in the modernization process.

C.4 LOCATION OF WORK

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Work performed under this contract will be at the Contractor's facility, the Naval Surface Warfare Center in Dahlgren, VA, and the Naval Sea Systems Command Headquarters at the Washington Navy Yard, Washington, D.C.

C.5 PERIOD OF PERFORMANCE

The period of performance under this contract will cover a base period of twelve (12) months running concurrent with the Government Fiscal Year, [beginning 1 October 2004] plus two (2), one (1) year options, for a total performance period of thirty-six (36) months if all options are exercised.

C.6 CONTRACTOR TASKS/DELIVERABLE SCHEDULE

Task 1A. Provide technical support and review of Ship Change Documents (SCDs) in support of total ship integration engineering for the MAAC Class Ships. The technical support and review of the ShipAlts shall address system integration for command, control, intelligence, surveillance, weapons, navigation, interior communications, radio communications, topside, software, electrical power, cooling requirements, weight impacts and space allocation. The contractor shall ensure modernization of C5I spaces addresses applicable Marine Corp and interoperability requirements. Where discrepancies are noted the contractor shall provide recommendations for resolution of the discrepancy and where topside impact is determined the contractor shall notify the Integrated Topside Design Team. In support of the review, identify all conjunctive changes by reviewing C5IMP Baseline, BFI CCB Risk Forms, TCD Waiver Messages, Non-standard Installation Messages, Quarterly installation plan messages, General Message traffic, and At-Sea Demonstration/Exercise requirements.

Task 1A. Deliverables. Ship Change Document (SCD) Technical Review Comments, twenty-five (25) per month.

Task 1B. Prepare fleet and program SCD's for review and signature. The preparation of the fleet SCDs shall include coordination with the Ship/Port Engineer, and all SCD's shall be coordinated with Planning Yard representatives to identify the specific requirements to be met, and the correct solution to eliminate the problem.

Task 1B. Deliverables. SCD's, ten (10) working days after identification of a design/installation issue.

Task 1C. Provide technical input and support for Combat System Integration/Engineering of Amphibious, Command and Auxiliary Ships (hull-specific, class, and strike group). Liaison with availability and platform managers, port engineers and waterfront representation, planning yards, and SYSCOM's expertise (ex. MARCOR, NAVAIR, SPAWAR, etc.) to address C5I issues. Based on proposed/planned changes, provide technical inputs and review of ship technical design documentation to determine impact to the Combat System.

Task 1C. Deliverables. Provide technical responses regarding Combat System Integration/Engineering issues (ex. C5I Modernization, Top Management Attention/Issue [TMA/I] items, SHIPMAIN drills, technical design, etc.), as required.

Task 1D. Participate in or provide inputs to internal and external program or technical reviews, briefings and meetings.

Task 1D. Deliverables. Briefings, minutes and action items, for approximately five (5) meetings per month, provided three (3) working days after the meeting. Travel is required approximately one time per month.

Task 1E. Maintain and update twelve (12) Software and Hardware Configuration Matrices. The matrices shall contain current and future data on the C5I configuration. This effort will track ship configuration changes using Navy Data Environment (NDE), the AMPS database, and analysis of ships Maintenance Availability status reports.

Task 1E. Deliverables. Software and Hardware Matrix updated bi-weekly and delivered once a month.

Task 1F. Provide technical input and support for amphibious ship/class/strike group to identify software issues, support software certification and installation planning efforts, and participate in all software-related meetings. As required, perform staff functions, carry out Action Item follow-ups and produce draft resolution and recommendations to resolve technical issues.

Task 1F. Deliverables. Technical Responses, Meeting Reports and Action Item Responses delivered within three (3)

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working days after the end of the meeting and receipt of the action item.

Task 1G. Maintain and update twelve (12) Consolidated Software Delivery (CSD) schedules. The schedule shall contain current and future data on the combat system configuration. This effort will track ship configuration changes using Navy Data Environment (NDE), the AMPS database, fleet messages, and analysis of ships Maintenance Availability status reports.

Task 1G. Deliverables. Consolidated Software Delivery (CSD) schedule, updated bi-weekly and delivered once a month.

Task 1H. Provide Program Management Metrics and Support for Business & Financial Management (BFM) Modernization Planning and SHIPMAIN. Metrics shall be produced according to guidelines provided by PEO Ships.

Task 1H. Deliverables. Metric reports on an as-needed basis.

Task II. Develop, maintain, and update a Microsoft-compatible database to support PEO Ships-F in ensuring that ships are properly supported in the modernization process. This database will extract and compare data from the following databases: Ship Alternation Management Information System (SAMIS), PEO Ships CM Database; Navy Data Environment (NDE); Fleet Modernization Program Management (FMP) Information System (FMPIS); Afloat Master Planning System (AMPS) Database; PEO Ships Availability Plans. Reports shall be produced according to guidelines provided by PEO Ships.

Task II. Deliverables. Provide PEO Ships-FT a Configuration Management Discrepancy Report (monthly) and a Ship Change Document (SCD) Discrepancy Report (weekly). Provide PEO Ships-FL a status of Programmed Alterations with No Installations (monthly) and with Past Due Installations (monthly). Provide PEO Ships-FC with NDE/FMPMIS Difference Report (weekly and monthly). Other reporting formats may be requested as necessary.

C.7 STATUS OF COST REPORTING

The Contractor shall provide a monthly status report to both the Task Order Manager (N13) and Contract Specialist (XDS12H) beginning one month after award, monthly thereafter, identifying funds expended to date and anticipated need date for next increment of funds.

C.8 DELIVERABLES ACCEPTANCE CRITERIA

Contractor performance in each of the Tasks of Section II and Tasks/Deliverables in Section III will be evaluated against the following standard criteria:

- Timeliness. Delivery of products and services are within deadlines identified by the task order manager or his representative;
- Quality. Products are complete, well coordinated with all related managers and personnel, and presented in a concise and understandable format. Services are provided in a professional, unbiased manner
- Accuracy. Information conveyed by products and services are factually accurate and, where applicable, annotated with supporting source.

C.9 SPECIAL REQUIREMENTS

a. Security Clearances. The Government will provide the required coordination and approvals for contractor visits to the facilities and points of contacts to be visited in support of this contract. The Contractor shall hold a DD254 on file to facilitate required travel requirements.

b. Government Furnished Information. CSI Modernization Configurations, design documentation, planned upgrades, and alteration information for applicable ships, NAVSEA meeting schedules and agendas, and access as required to NAVSEA Intranet.

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C.10 TRAVEL REQUIREMENTS

Travel will be as directed by the government and will include visits and coordination with those activities that currently support the MAAC Class Ships. The following is an estimate of the travel that may be executed during the course of this task:

# Trips:	# Days:	#People:	Location:
2	5	2	San Diego, CA
8	3	2	Norfolk, VA
4	3	2	Dahlgren, VA

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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 DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for the following firm items are as follows:

0001AA	10/1/2004 - 9/30/2005
0001BA	10/1/2005 - 9/30/2006
0001CA	10/1/2006 - 9/30/2007
0001DA	10/1/2007 - 5/31/2008
0003AA	10/1/2004 - 9/30/2005
0003BA	10/1/2005 - 9/30/2006
0003CA	10/1/2006 - 9/30/2007
0003DA	10/1/2007 - 5/31/2008

The period of performance for the following option items are as follows:

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 270.5 hours per week in the Base Period, 236 hours per week in Option I, 238 hours per week in Option II, and 282 hours per week in Option III. It is understood and agreed that the rate of manhours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total manhours 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 condition 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.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

Ddl-H11 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.

(b) The contractor agrees that during the first 90 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 fifteen (15) days, or thirty (30) 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; and
- (4) 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.

SAVINGS INITIATIVES

The Task Order will provide repetitive professional technical support services. Therefore, contractors are encouraged, as much as practicable, to identify business improvement processes, cost efficiencies, innovations, and/or other cost savings initiatives to provide high quality services that will result in savings to the Government.

ANNUAL PERFORMANCE ASSESSMENT

The Government will perform an assessment of contractor performance on an annual basis, prior to exercising either of the two option periods under the task order. The Task Order Manager will assess the contractor's performance utilizing the following five factors:

1. Quality of Service or Product– Assessment of the contractor's conformance to task order requirements, specifications, and standards of good workmanship (e.g., commonly accepted technical, professional, environmental, or safety and health standards.)
2. Schedule – Assessment of the contractor's timeliness against the completion of the task order, milestones, delivery schedules, or administrative requirements (e.g., efforts that contribute to or effect the schedule variance).

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3. Cost Control- Assessment of the contractor's effectiveness in forecasting, managing, and controlling contract cost, including reporting and analyzing variances.

4. Business Relations- Assessment of the integration and coordination of all activity needed to execute the task order, specifically the timeliness, completeness, and quality of problem identification, corrective action plans, proposal submittals, the contractor's history of reasonable and cooperative behavior, customer satisfaction, timely award and management of subcontracts, and whether the contractor met small business subcontracting participation goals.

5. Management of Key Personnel – Assessment of the contractor's performance in retaining, supporting, and replacing – when necessary – key personnel.

Options will only be granted under the task order upon a determination of the contractor's satisfactory performance from the Task Order Manager.

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SECTION I CONTRACT CLAUSES

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

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this task order by written notice to the Contractor within 30 days after the previous period of performance; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the task order expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises 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 3 years and 8 months.

FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 1 October 2004. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 1 October 2004, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than

(1) the estimated cost specified in the Schedule or,

(2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule.

The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a costsharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a costsharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it

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expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of

- (1) the total amount so far allotted to the contract by the Government or,
- (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share.

The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause --

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of--

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that

(1) the amount allotted by the Government or,

(2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule.

If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of--

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(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

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SECTION J LIST OF ATTACHMENTS

Attachment J.1 Task Order Manager (TOM) Appointment Letter, as revised in Mod 20
Attachment J.2 TBD
Attachment J.3 Key Personnel Requirements