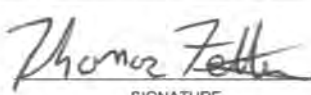


ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-05-D-4551				2. DELIVERY ORDER NO. EH01		3. EFFECTIVE DATE 2012 Sep 28		4. PURCH REQUEST NO. 1300292517		5. PRIORITY Unrated		
6. ISSUED BY Naval Sea Systems Command (NAVSEA) BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040				CODE N00024		7. ADMINISTERED BY DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342				CODE S2404A		
9. CONTRACTOR SBG Technology Solutions 2 Brittany Lane Stafford VA 22554-0000				CODE 30WX3		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS		
								12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		X SMALL X SMALL DISADVANTAGED WOMEN-OWNED		
								13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G				
14. SHIP TO See Section D				CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264				CODE HQ0338		
										MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16. TYPE OF ORDER	DELIVERY/ CALL	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.									
PURCHASE			Reference your _____ furnish the following on terms specified herein.									
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.												
SBG Technology Solutions						Tom Felten			International Exchange Agreements (CTR) 20120928			
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)			
If this box is marked, supplier must sign Acceptance and return the following number of copies:												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule												
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT			
	See Schedule											
*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.				24. UNITED STATES OF AMERICA				25. TOTAL		\$752,287.04		
				BY: /s/Lindsay A Alexander				09/28/2012		26. DIFFERENCES		
								CONTRACTING/ORDERING OFFICER				
27a. QUANTITY IN COLUMN 20 HAS BEEN												
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:										
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS			
f. TELEPHONE					g. E-MAIL ADDRESS		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
							PARTIAL					
							FINAL					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE				34. CHECK NUMBER			
a. DATE					b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		PARTIAL		35. BILL OF LADING NO.			
							FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

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GENERAL INFORMATION

The purpose of this Task Order award is to:

1. Incrementally fund CLINs 4000, and 6000, and establish informational SLINs 400001, and 600001 as follows:

ITEM	Change	Est Cost	Fixed Fee	CPFF
400001				
	FROM:	\$0	\$0	\$0
	BY:	\$274,627	\$17,702	\$292,329
	TO:	\$274,627	\$17,702	\$295,000

ITEM	Change	Est Cost
600001		
	FROM:	\$0
	BY:	\$3,101.37
	TO:	\$3,101.37

2. Under Section F – Deliveries or Performance, establish the POP for all CLINs, as specified in that section.

3. Under Section G, update the NAVSEA Invoice Instruction clause and the Points of Contact and add accounting data.

4. Under Section H, fill in NAVSEA clauses 5252.232-9104 and 5252.216-9122

5. Under Section I, add the clause 52.244-2 as follows:

FAR 52.244-2 -- Subcontracts (June 2007)

(a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor

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to furnish supplies or services for performance of the prime contractor a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

CONTRACTS WITH ANY FIRM NOT INCLUDED IN PARAGRAPH (J). FOR ADDING TEAM MEMBERS TO THE TASK ORDER AFTER AWARD, THE TASK ORDER CONTRACTING OFFICER'S APPROVAL IS REQUIRED. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION TO BE SUBMITTED BY THE CONTRACTOR FOR APPROVAL.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

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- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
- (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

International Business Machines Corporation (IBM)

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The total amount of funds obligated to the task is hereby increased from \$0.00 by \$295430.37 to \$295430.37.