

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 08	3. EFFECTIVE DATE 07-May-2010	4. REQUISITION/PURCHASE REQ. NO. 01206682		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110 maria.e.gomez@navy.mil 540-653-3094	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Ocean Systems Engineering Corporation 2141 Palomar Airport Road, Suite 200 Carlsbad CA 92009		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4096-0005
		10B. DATED (SEE ITEM 13) 13-Nov-2008
CAGE CODE OLN66	FACILITY CODE 859400582	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Unilateral modification pursuant to FAR 52.232-22 Limitation of Funds (April 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Betty B Kniceley, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Betty B Kniceley (Signature of Contracting Officer)	16C. DATE SIGNED 07-May-2010
(Signature of person authorized to sign)			

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GENERAL INFORMATION

PURPOSE:

The purpose of this modification, MOD 08, is to provide an increment of funds totaling [REDACTED]

MODIFICATION:

1. Incremental funds totaling \$60,000 are obligated. The following SLIN has been created in Section B of the order. The Associated Accounting and Appropriation Data is provided in Section G, Accounting Data, under modification 08.

CLIN	SLIN	ACRN	AMOUNT
4100	02	AE	[REDACTED]

2. In Section G, the clauses NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS and FUNDING PROFILE are updated to reflect the funding obligated under this modification. Special Invoicing Instructions/Special Payment Instructions apply.

A conformed copy of this Task Order is attached to this modification.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased by [REDACTED] from [REDACTED] to \$353,499.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
410002	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]

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

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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	Intelligence Analysis, Requirements Analysis, Systems Engineering Support and General Operations Research, in accordance with Section C. Base Period. (MOD 07 Finalized Fee) (TBD)					
100001	Award (WCF)					
100002	MOD 01, (WCF)					
100003	MOD 02, (WCF)					
100004	MOD 03, (O&MN,N)					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

3000	ODCs Associated with CLIN 1000. Base Period (O&MN,N)	1.0	Lot	

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF

4100	Intelligence Analysis, Requirements Analysis, Systems Engineering Support and General Operations Research, in accordance with Section C.					

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Option Year 1
(TBD)

410001 MOD 04, [REDACTED]
(RDT&E)

410002 MOD 08, [REDACTED]
(O&MN,N)

4200 Intelligence [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Analysis,
Requirements
Analysis, Systems
Engineering
Support and
General
Operations
Research, in
accordance with
Section C.
Option Year 2
(TBD)
Option

4300 Intelligence [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Analysis,
Requirements
Analysis, Systems
Engineering
Support and
General
Operations
Research, in
accordance with
Section C.
Option Year 3.
(TBD)
Option

4400 Intelligence [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Analysis,
Requirements
Analysis, Systems
Engineering
Support and
General
Operations
Research, in
accordance with
Section C.
Option Year 4.
(TBD)
Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6100	ODC's associated with CLIN 4100. Option Year 1 (TBD)	1.0	Lot	[REDACTED]

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6200	ODCs associated with CLIN 4200. Option Year 2. (TBD) Option	1.0 Lot	████████
6300	ODCs associated with CLIN 4300. Option Year 3. (TBD) Option	1.0 Lot	████████
6400	ODCs associated with CLIN 4400. Option Year 4. (TBD) Option	1.0 Lot	████████

USE WHOLE DOLLARS ONLY

All proposals shall be rounded to the nearest dollar.

TYPE OF ORDER

This is a term (LOE) order.

Items in the 1x00 and the 4x00 series are cost plus fixed fee type

Items in the 3x00 and the 6x00 series are cost type

ADDITIONAL CLINS

Additional CLINs may be unilaterally created by the Contracting Officer during the performance of this Task Order to accommodate the multiple types of funds that may be used under this Order. These modifications will not change the overall level of effort, estimated cost or base fee of the task order.

EXPEDITING ORDER CLOSEOUT (NAVSEA) (DEC 1995)

a) As part of the negotiated fixed price or total estimated amount of this task order, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except those amounts connected in any way with taxation, allegations of fraud and/or antitrust violations, which shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amount could exceed the amount to be recovered.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

C.1 INTRODUCTION

Naval Surface Warfare Center Dahlgren Division (NSWCDD) is actively involved in studies and analyses involving Open Source Intelligence (OSINT). OSINT is intelligence gained from any open, unrestricted, unclassified source, and is one of the disciplines of intelligence, alongside Human Source Intelligence (HUMINT), Signals Intelligence (SIGINT), Imagery Intelligence (IMINT), and Measurement and Signatures Intelligence (MASINT). Open-Source Intelligence is one of the most fundamental and fastest means of satisfying basic intelligence requirements including historical background, current events and geospatial information. OSINT is often used to complement the existing classified intelligence as a force multiplier.

Over the past fifteen years, over 40 countries have developed some form of OSINT capability, most if not all for military use. OSINT contributes to every step in the intelligence cycle, from requirements development to collection management to discovery and source validation and finally to the fusion of finished intelligence. Use of OSINT frees up scarce classified resources to focus on information that is not accessible through OSINT. More importantly OSINT can be shared with personnel of all ranks at all times. It can be used in Joint, Coalition and multinational parties, both military and non-military. Current intelligence dissemination is “top-down”, while OSINT is a “bottom-up” source of information and intelligence.

C.2 TASK DESCRIPTION

One of the key roles of the Warfare Analysis Branch and the Capability Definition & Analysis Branch is to perform studies and analyses involving intelligence analysis. In support of this role the contractor will be required to perform the following tasks:

C.2.1 The contractor shall provide intelligence analysis, requirements analysis, systems engineering support, and general operations research support.

C.2.2 The contractor shall provide mission and intelligence analysis to Warfare Analysis projects to include OSINT and related products.

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C.2.3 AFRICAN COMMAND (AFRICOM) FOCUSED ANALYSIS

C.2.3.1 Provide analysis of specified countries “strategic intent” regarding the AFRICOM area of responsibility.

C.2.3.2 Focusing on Strategic Intent of specified countries, the contractor shall develop a system to monitor all open sources for relevant information regarding the AFRICOM area of responsibility (AOR) for the following factors: Political, Military, Economic, Social, Infrastructure, and Information (PMESII).

- o P: Alliances, Political Intent of the Country of Interest (COI) relative to the Western Africa region, etc.
- o M: Military doctrine, treaties, basing rights, actual “boots on the ground”, etc.
- o E: Investments by the COI within the Western Africa region, both near and long term
- o S: Any social relevance to the COI, such as large population of natives of the COI living in the Western Africa regions
- o I: Investments by the COI in Infrastructure in the Western Africa region to foster strategic goals
- o I: Investments by the COI in Information in the Western Africa region to foster strategic goals

C.2.3.3 The contractor may determine the source and method of monitoring and gathering the information. These may include, but not be limited to, media and internet, academic reports regarding technological research, international commercial business transactions and trade, medical and health events, social unrest and distortion and other indicators.

C.3 OVERALL PROJECT MANAGEMENT SUPPORT

This technical area of work continues to grow and diversify for NSWCDD. As such a capable contracting partner is needed to help in the definition and guidance of an expanding program and to assist in the setting of strategic goals and the balancing of resources to meet spikes in customer demands across many sponsors. Specifics in this area include:

C.3.1 The contractor shall provide technical and administrative support to a variety of analysis efforts. The contractor shall attend meetings and conferences with other contractors and government agencies.

C.3.2 The Contractor shall support W11 by scheduling, coordinating and participating in team meetings, recommending process improvements, assisting in managing agendas, facilitating topic closures, and recording and implementing decisions/actions. The contractor shall attend briefings and meetings, draft detailed notes and action items, and compose and distribute minutes documenting action items, discussions, and decisions reached.

C.3.3 The Contractor shall support W11 in the preparation of documentation for studies and analyses. The Contractor shall perform business-program management, and administrative functions

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required to accomplish the technical objectives of this task. This shall include maintaining technical, financial, planning, and status of the tasks assigned.

C.3.4 The contractor shall support organizational development, performance improvement, strategic planning, and risk assessment.

C.4 TRAVEL REQUIREMENTS

The following travel is anticipated for the performance of this task on an annual basis.

Destination	# People	# Days	#Trips
Washington, DC	1	1	15

C.5 SECURITY

SECRET, in accordance with the DD254.

C.6 DELIVERABLES AND CDRL DISTRIBUTION

Deliverables shall be in accordance with their applicable CDRLs, and distribution as shown in Attachment J.1.

C.7 PROGRESS REPORTS

Both technical and financial status reports are required per attachment J.1.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA)(JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the order work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the order, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this order may create a

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potential organizational conflict of interest on the instant order or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this order shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this order. This prohibition shall expire after a period of three years after completion of performance of this order.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Order Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this order and for a period of three years after completion of performance of this order, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this order. This exclusion does not apply to any recompetition for those systems, components, or services furnished pursuant to this order. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this order, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this order or before the three year period following completion of this order has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components, or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the order for the convenience of the Government if determined to be in the best interest of the Government.

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(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this order or becomes, or should become, aware of an organizational conflict of interest after award of this order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this order for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this order for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this order; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this order.

(n) Compliance with this requirement is a material requirement of this order.

DIGITAL DELIVERY OF DATA

(a) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the

Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(b) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

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Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCDD BASE ACCESS

The contractor shall insure that all employees who have a NSWCDD badge and/or bumper sticker turn-in the badge and remove the bumper sticker immediately upon termination of their employment under this order. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The contractor shall advise NSWCDD Physical Security of all changes in their contract personnel requiring NSWCDD base access.

For involuntarily separated personnel and those separated under adverse circumstances, the contractor shall notify NSWCDD Physical Security in advance of the date, time and location where the NSWCDD representative may physically remove the employee's automobile bumper sticker and retrieve the NSWCDD badge prior to the employee departing the contractor's facility. In the event the employee is separated in his or her absence, the contractor shall immediately notify NSWCDD Physical Security of the separation and make arrangements between the former employee and NSWCDD Physical Security for the return of the badge and removal of the sticker.

USE OF INFORMATION SYSTEM (IS) RESOURCES

Contractor Provision of IS Resources

Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. This includes, but is not limited to, computers, software, networks, certificates, and network addresses.

Contractor Use of NSWCDD IS Resources

In the event that the contractor is required to have access to NSWCDD IS resources, the login name used for access shall conform to the NMCI login naming convention. If the contractor requires access to applications/systems that utilize client certificates for authentication, the contractor is responsible for obtaining requisite certificates from a DoD or External Certificate Authority.

If this contract requires that the contractor be granted access and use of NSWCDD IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the Information Assurance Office.

Connections Between NSWCDD and Contractor Facilities

If there is a requirement (specifically delineated elsewhere in this contract) for interconnection (e.g., link level or Virtual Private Network (VPN)) between any facilities and/or ISs owned or operated by the contractor and ISs owned or operated by NSWCDD, such interconnection shall take place only after approval from the NSWCDD Information Assurance Office. All such connections as well as the ISs connected thereto will be accredited in accordance with DOD policy (DODI 5200.40) by the cognizant Designated Approving Authority (DAA) and comply with the requirements of CJCSI 6211.02B regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCDD firewall.

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the SeaPort-e contract.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at NSWCDD, Dahlgren, VA by the TOM designated herein.

PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURES

(a) This is a performance based contract as defined in FAR Part 37.6. Contractor performance will be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP) included as Attachment J.3.

(b) The QASP deines that this evaluation and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

1000	12/1/2008 - 11/30/2009
3000	12/1/2008 - 11/30/2009
4100	12/1/2009 - 11/30/2010
6100	12/1/2009 - 11/30/2010

The periods of performance for the following Option Items are as follows:

4200	12/1/2010 - 11/30/2011
4300	12/1/2011 - 11/30/2012
4400	12/1/2012 - 11/30/2013
6200	12/1/2010 - 11/30/2011
6300	12/1/2011 - 11/30/2012
6400	12/1/2012 - 11/30/2013

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SECTION G CONTRACT ADMINISTRATION DATA

POINTS OF CONTACT FOR THIS ORDER

The Task Order Manager (TOM) for this order is:

NAVAL SURFACE WARFARE CENTER DAHLGREN
W63 Sites Planning Engineering & Operations
ATTN: TED THOMAS BLDG 1524
5378 THIRD STREET SUITE 137
DAHLGREN, VA 22448-5171
theodore.thomas@navy.mil
PHONE: (540) 653-7313
FAX: (540) 653-5682

The Assistant Task Order Manager (ATOM) for this order is:

NAVAL SURFACE WARFARE CENTER DAHLGREN
WARFARE ANALYSIS W11
ATTN: DARREN BARNES
19008 WAYSIDE DRIVE SUITE 343
DAHLGREN, VA 22448-5162
darren.barnes@navy.mil
PHONE: (540) 653-3255
FAX: (540) 653-7898

The Contract Specialist is:

NAVAL SURFACE WARFARE CENTER DAHLGREN
CONTRACTS DIVISION
ATTN: MARIA E. GOMEZ BLDG 183, RM 104
17632 DAHLGREN RD SUITE 157
DAHLGREN, VA 22448-5110
maria.e.gomez@navy.mil
PHONE: 540-653-3094
FAX: 540-653-4089

The Contracting Officer is:

NAVAL SURFACE WARFARE CENTER DAHLGREN
CONTRACTS DIVISION
ATTN: LINDA B. KLINE BLDG 183, RM 104
17632 DAHLGREN RD SUITE 157
DAHLGREN, VA 22448-5110
linda.kline@navy.mil
PHONE: 540-653-4706
FAX: 540-653-4089

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2007)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

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(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide."

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The following information regarding invoice routing is provided for completion of the invoice in WAWF:

WAWF Invoice Type	Cost Voucher
Issuing Office DODAAC	N00178
Admin DODAAC	S0514A
Pay Office DODAAC	HQ0339
Service Inspector DODAAC	S0514A
DCAA Auditor DODAAC	HAA454
LPO DODAAC	N/A

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional E-Mail Notification To:
Contract Specialist: maria.e.gomez@navy.mil
TOM: rita.brown@navy.mil WAWF Acceptor: deanna.kau@navy.mil

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified below in performance of the work described in the SOW of this task order. The total level of effort for the performance of this order shall be the 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. The man-hours are listed below. (The table below and the blank in paragraph (d) are to be completed by the offeror as part of their proposal.)

TOTAL MANHOURS	Compensated	Uncompensated
Base Period * <u>2212.5</u>	<u>2212.5</u>	_____

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Option 1	<u>8104</u>	<u>8104</u>	<u> </u>
Option 2	<u>8104</u>	<u>8104</u>	<u> </u>
Option 3	<u>8104</u>	<u>8104</u>	<u> </u>
Option 4	<u>8104</u>	<u>8104</u>	<u> </u>

*Actual Hours Provided

(b) Listed above are both the compensated and uncompensated man-hours associated with this order.

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 uncompensated column above, 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 order 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 (unless telecommuting is specifically addressed in the contractor's/subcontractor's personnel policy and presented in the proposal), or other time and effort which does not have a specific and direct contribution to the tasks described in the Statement of Work.

(d) The level of effort for this order shall be expended at an average rate of approximately TBD 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 order 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 task order 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 order, the Contracting Officer, at its sole discretion, shall either:

--(i) reduce the fee of this task order as follows:

$$\text{Fee Reduction} = \frac{\text{Fee (Required LOE - Expended LOE)}}{\text{Required LOE}}$$

--(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 fees of this order.

(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

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any) provided in fulfillment of the level of effort obligations of this order. 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 order for the period. Within 45 days after completion of the work under the order, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this order 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) 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.-

FUNDING PROFILE

It is estimated that these incremental funds will provide for the following:

CLIN	CLIN ECPFF	Funds Obligated this Action	Previous Funding	TOTAL Funded Amount	Balance UNFUNDED	Potential Hours	Funded Hours
BASE PERIOD							
1000							
3000							
OPTION 1 Period							
4100							
6100							
ORDER TOTAL							

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

In accordance with the basic contract, the funding profile is as follows:

CLIN	Allotted to Cost	Allotted to Fee	Total	Funded Through
BASE PERIOD				
1000*				30 November 09
3000				30 November 09
TOTAL				
OPTION 1				
4100				30 November 10
6100				
TOTAL				

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ORDER TOTAL					
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* Final Fee

PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(a) For purposes of this delivery order, "fee" means "fixed fee" in cost-plus-fixed-fee level of effort type delivery orders.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8). Such payments shall be equal to percentages of the CLINs in Section B of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE". Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in the contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this order, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this order, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this order shall not be paid until the order has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

(e) Additional fee will not be provided for technical hours that exceed 100% of the specified hours.

(f) The fee reduction process applies to all period regardless of the level of funding. This order will be incrementally funded and budgetary constraints may prevent full funding of all periods. The process for finalizing the fixed fee is the same for both fully funded periods and periods funded at less than the estimated total cost plus fixed fee.

SPECIAL INVOICING INSTRUCTIONS/SPECIAL PAYMENT INSTRUCTIONS

In an effort to utilize funds prior to cancellation and to ensure that funds are expended in accordance with expenditure benchmarks for the multiple programs funding the contract effort, the contractor shall coordinate the invoicing of funds with the TOM/ATOM and the paying office shall disburse funds in accordance with the contractor's invoice.

FINALIZED FIXED FEE

The fixed fee for each period (base, option 1, etc.) will be finalized based on the total number of hours provided (both compensated and uncompensated, if applicable).

If 100% or more of both of the compensated and uncompensated hours are provided, the contractor will receive the full fixed fee.

If less than 100% of the compensated and/or uncompensated hours are received, the fixed fee shall be reduced as follows:

Step 1 - The fee will be reduced proportionate to the compensated hours provided - i.e., if 90% of the compensated hours were provided, 90% of the fee will be calculated.

Step 2 - If less than 100% of the uncompensated hours were provided, the fee calculated in Step 1 will be further reduced. Fee will be further reduced by the same percentage that uncompensated hours are deficient, i.e., if uncompensated hours are 20% deficient, then the total fee from Step 1 will be reduced by 20%.

Additional fee will not be provided for technical hours that exceed 100% of the specified hours.

Ddl-G12 KICK-OFF MEETING

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(a) A Kick-Off Meeting with the successful offeror will be conducted within 10 working days after award of the contract. The meeting will be held at the contractor's primary facility for supporting this task order.

(b) The contractor will be given at least five working days notice prior to the date of the conference by the Contracting Officer.

(c) The requirement for a Kick-Off meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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Accounting Data

SLINID	PR Number	Amount
100001	W63000/8309556A	██████████

LLA :
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 21W1008SMPP1
(RDTE 11/30/08)

BASE Funding 10000.00
Cumulative Funding 10000.00

MOD 01

100002	W63000/9008527A	██████████
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LLA :
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 21W1009JFSP1
(RDT&E, FY 09)

MOD 01 Funding 50000.00
Cumulative Funding 60000.00

MOD 02

100003	W63000/9057644A	██████████
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LLA :
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 21W1009JFSP1
(RDT&E, FY 09)

MOD 02 Funding 25000.00
Cumulative Funding 85000.00

MOD 03

100004	W63000/9261519A	██████████
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LLA :
AC 1791106 27A0 250 67854 067443 2D M67854 9RCDDJ8512CH
(AA/M6785409RCDDJ85, OMN, 9/30/09)

3000	W63000/9261519A	██████████
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LLA :
AC 1791106 27A0 250 67854 067443 2D M67854 9RCDDJ8512CH
(AA/M6785409RCDDJ85, OMN, 9/30/09)

MOD 03 Funding 176093.00
Cumulative Funding 261093.00

MOD 04

410001	W15000/93222378	██████████
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LLA :
AD 1791319 M7KC 250 67854 067443 2D C2272U 0RRCR9HA012F5
Standard Number: M6785410RCR9HA0/AA
RDT&E, FY 10

MOD 04 Funding ██████████
Cumulative Funding ██████████

MOD 05 Funding ██████████
Cumulative Funding ██████████

MOD 06 Funding ██████████
Cumulative Funding ██████████

MOD 07 Funding ██████████
Cumulative Funding ██████████

MOD 08

410002	W15000/01206682	██████████
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LLA :
AE 1701106 27A0 251 67854 067443 2D M67854 0RCMKDJ062CH
Standard Number: M6785410RCMKDJ0/AA
(OMN,MC, FY10, 9/30/10)

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MOD 08 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

MANDATORY TASK ORDER REQUIREMENTS

Offerors must meet all mandatory requirements at time of proposal submission, or have an acceptable plan to meet the requirements by start date of contract performance. In addition, all mandatory requirements must be maintained through the life of the order. The mandatory requirements are as follows:

Requirement 1: Security Clearance. All technical personnel supporting this task must possess and maintain a SECRET security clearance or higher.

Requirement 2: Facility Location. The contractor's primary facility for this effort shall be located within 2 hours commuting distance of NSWC Dahlgren Division, Dahlgren, VA.

KEY PERSONNEL -DESIRED QUALIFICATIONS

The Key labor Categories are listed below with their desired qualifications

PROGRAM MANAGER:

(1) The Program Manager requires the training, skills and experience necessary to conduct and coordinate contractual activities. This includes monitoring and reporting contract performance status and metrics and financial coordination and reporting. (2) 5 years of experience in managing government support programs greater than \$500K. (3) 5 years of recent experience, and additionally have been employed within the past 18 months in the capacity of a Program Manager. (4) 5 years of Intelligence related experience.

SENIOR ANALYST:

(1) 5 years of experience within the Intelligence Community, (2) 3 years of experience in open-source information collection in support of military (related agencies) or intelligence activities, with demonstrated ability to develop timely products to meet sponsor needs, (3) 4 years of supervisory experience, able to lead a team of more than 2 people, with interdisciplinary backgrounds, in support of fast-tempo operations, (4) Up to date on computer security and information assurance requirements (5) Prior military background and experience, (6) foreign language proficiency (7) Demonstrated ability to show innovative thought and original content/analysis.

ANALYST:

(1) Demonstrated writing and communication skills to professional standards, including citing of references, (2) Demonstrated computer skills -- ability to synthesize information from the internet into Microsoft-based files (.doc, .xls, or .ppt), (3) Demonstrated ability to convert foreign language web-sites into English, (4) Ability to explore the motives/reasons behind certain trends (root-cause analysis), (5) Up to date on recent computer security and information assurance requirements, (6) 2 years of experience within the Intelligence Community, (7) 2 years of experience in open-source information collection in support of military (related agencies) or intelligence activities, with the demonstrated ability to develop timely products to meet sponsor needs, (8) foreign language proficiency, (9) background and familiarity with computer science -- Information Assurance, Virus Protection, Rotating IP Addresses, Firewalls, Data Storage & Retrieval, Data format conversions.

CHANGES IN KEY PERSONNEL

(a) The Contractor agrees that a partial basis for award of this order is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this order those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the order. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

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(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;
- (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution and
- (5) 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) Requests for post award approval of replacement key personnel should be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist, the Task Order Manager (TOM) and the Technical Assistant (TA). Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

Ddl-H16 RESUME CONTENT REQUIREMENTS

All resumes submitted under this contract shall include, at a minimum, the following information:

- (a) Complete Name
- (b) Years of Professional Experience
- (c) Current Position/Title/
- (d) Educational History/Professional Development
- (e) Chronology of Work History/Professional Experience
- (f) Current Level of Security Clearance (Identify as Interim or Final)
- (g) Contractor Labor Category & Task Order Labor Category

(h) Current Work Location and Proposed Work Location

In addition, specific task related, relevant information is required. The task specific information may be included with each resume or it may be included elsewhere in the offerors technical proposal.

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder shall be subject to written technical instructions issued electronically by the Contract Specialist on behalf of the Contracting Officer. 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.

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

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

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the order work statement which is not affected by the disputed technical instruction.

SAVING INITIATIVES

The following cost savings initiatives are required under this order:

In accordance with the basic contract escalation is limited to [REDACTED] fee is limited to [REDACTED] and pass-through is limited to [REDACTED]. OSEC/QNA is proposing an escalation rate of [REDACTED] for the base year and [REDACTED] for all option years as a savings initiative.

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SECTION I CONTRACT CLAUSES

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

(a) The Government may extend the term of this order by unilateral modification provided that the Government give the Contractor a preliminary written notice of its intent to extend at least 30 days before the order expires. The preliminary notice does not commit the Government to any extension.

(b) If the Government exercises this option, the extended order shall be considered to include this option clause.

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SECTION J LIST OF ATTACHMENTS

Attachment J.1 Task Order Data Requirements

Attachment J.2 DD Form 254

Attachment J.3 Quality Assurance Surveillance Plan

Attachment J.4 MOD 06 Task Order Manager Appointment Memo (TOM)

Attachment J.5 Alternate Task Order Manager Appointment Memo (ATOM)

Attachment J.6 Technical Instruction 01

Distribution

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