

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 08	3. EFFECTIVE DATE 30-Aug-2010	4. REQUISITION/PURCHASE REQ. NO. MOD 08	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110 gloria.h.bryant@navy.mil 540-653-7805	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Strategic Insight, Ltd. 1745 Jefferson Davis Hwy, Suite 511 Arlington VA 22202	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4129-0002
	10B. DATED (SEE ITEM 13) 29-Sep-2009
CAGE CODE 1DY16	FACILITY CODE 842081259

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) FAR 52.232-22 'Limitation of Funds' UNILATERAL

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) Kathryn B Hall, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Kathryn B Hall (Signature of Contracting Officer)	31-Aug-2010

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GENERAL INFORMATION

Authority: FAR 52.232-22 "Limitation of Funds" "UNILATERAL"

The purpose of this modification is to:

- a. Re-align Labor ceiling, CLIN 4000 to ODC ceiling CLIN 6000 Base Period.
- b. Provide an increment of funds to the Base Period.

Accordingly, said Task Order is modified as follows:
MOD-08

- 1. A to' ng, (CLIN 4000) is re-aligned to ODC ceiling CLIN 6000 as shown below:

BASE CLIN	Original TOTAL ECPFF	Re-alignment of ceiling	New TOTAL ECPFF	Original Hours	New Hours
4000				25,154	25,105
6000					
Total Base					

Original est cost	Original fee	Original CPFF
new est cost	new fee	new CPFF

2. ACCOUNTING AND APPROPRIATION DATA

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased by

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
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The total value of the order is hereby increased by \$0.00 from \$2,068,112.00 to \$2,068,112.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
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3. ACRNs, Lines of Accounting, Requisition Numbers and other financial information associated with this MOD appears at the end of Section G.

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4. In Section G, the clauses NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS and FUNDING PROFILE are updated to reflect the funding changes in this modification.

MOD 8

BASE CLIN	TOTAL ECPFF	Funds This Action	Previous Funding	TOTAL Funded	Balance Unfunded	Funded Labor Hours
4000						
6000						
Total Base						

BASE CLIN	Period of Performance	Allotted to Cost	Allotted to Fee	Total ECPFF	Est Funded Through
4000	10/1/09-9/30/10				
6000	10/1/09-9/30/10				
Total Base					

Special Payment/Special Invoicing Instructions Apply to this Task Order per Section G.

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

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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
4000	War Room Strategic Planning, Technical Assessment and Program Support in accordance with the PWS. (Base Period) (TBD)	25105.0		
400001	'W' Department Strategic War Room Support (SCN)			
400002	'W' Department Strategic War Room Support (RDT&E)			
400003	'W' Department Strategic War Room Support (WCF)			
400004	Mod 02 AD (RDT&E)			
400005	Mod 02 AE (RDT&E)			
400006	Mod 03 AF (RDT&E)			
400007	Mod 03 AG (RDT&E)			
400008	Mod 03 AH (O&MN,N)			
400009	Mod 03 A (RDT&E)			
400010	Mod 0 (WCF)			
400011	Mod 04 (WCF)			
400012	Mod (SCN)			
400013	Mod (SCH)			

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400014 Mod 05 A
(RDT&E)

400015 MOD 05
(O&MN,N)

400016 MOD 05 AP

400017 MOD 05
(SCN)

400018 MOD 05
(RDT&E)

400019 MOD 05 AD 582-400
(RDT&E)

400020 MOD 06 AQ

400021 MOD 07 A
(SCN)

400022 MOD 08 AP 582-500
(RDT&E)

400023 MOD 08
(RDT&E)

4004 Option Base Year
Surge
CLIN (TBD) (TBD)

4100 War Room
Strategic
Planning,
Technical
Assessment and
Program Support
in accordance
with the PWS
(Option 1) (TBD)
Option

4104 Option 1 Surge 5312.0 LH
CLIN (TBD) (TBD)
Option

4200 War Room 31361.0 LH
Strategic
Planning,
Technical
Assessment and
Program Support in
accordance with
the PWS. (Option
2) (TBD)
Option

4204 Option 2 SURGE 6622.0 LH
CLIN (TBD) (TBD)
Option

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4300 War Room 31354.0 LH
Strategic
Planning,
Technical
Assessment and
Program Support
in accordance
with the PWS.
(Option 3) (TBD)
Option

4304 Option 3 Surge 6615.0 LH
CLIN (TBD) (TBD)
Option

4400 War Room 31347.0 LH
Strategic
Planning,
Technical
Assessment and
Program Support
in accordance
with the PWS.
(Option 4) (TBD)
Option

4404 Option 4 Surge 6608.0 LH
CLIN (TBD) (TBD)
Option

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
6000	ODCs in association with CLIN 4000 (Base Period) (TBD)	1.0 Lot
600001	ODCs associated with clin 4000 (WCF)	
600002	ODC MOD (RDT&E)	
600003	ODC MOD 8 (RDT&E)	
6100	ODCs in association with CLIN 4100 (Option 1) (TBD) Option	1.0 Lot
6200	ODCs in association with CLIN 4200 (Option 2) (TBD) Option	1.0 Lot
6300	ODCs in association with	1.0 Lot

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CLIN 4300 (Option
3) (TBD)
Option

6400 ODCs in 1.0 Lot
association with
CLIN 4400 (Option
4) (TBD)
Option

USE WHOLE DOLLARS ONLY

All Proposal shall be rounded to the nearest dollar.

NOTE: SURGE:

If the Government determines that an increased level of effort for War Room Support, as shown in Section C, is required; the Government reserves the right to exercise a "Surge" Option CLIN in additional work in accordance with the Performance Work Statement (PWS). The Contracting Officer will provide written notice to the Contractor at least 60 calendar days prior to exercise of the Surge Option Item.

ADDITIONALCLINS/ SLINS

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

LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar 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 that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations 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 amounts could exceed the amount to be recovered.

(End of Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

INTRODUCTION

This is a performance-based acquisition and is structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality and the evaluation methods described in Section H, Special Contract Requirements, Quality Assurance Surveillance Plan.

C.1 BACKGROUND

The Warfare Systems Department ("W" Dept.) performs systems engineering, software support, and independent validation and verification (IV&V) functions for a variety of Navy systems. W-Department provides a lead role in developing, fielding and sustaining operationally superior Warfare Systems and performing the full spectrum of warfare analysis, research, development, integration, test and evaluation, and certification to provide quality system engineering and war fighting products to the Fleet. These systems include but are not limited to DDG-1000, CG(X), Aegis Modernization, Ballistic Missile Defense, and CVN.

C.2 TASK DESCRIPTION

The contractor shall provide on-site technical, graphics, analysis and administrative support to W Department conforming to the office practices/policies of this department and W10, W20, W30, W40, W50 and W60 divisions. These task/subtasks are covered under section C.2.1 and C.2.2 of the contract.

C.2.1 SCOPE/PROJECT MANAGEMENT SUPPORT

C.2.1.1 The contractor shall institute a war room process to provide an environment for strategic planning, technical assessment, and programmatic war room support to W-Department and all divisions within W. The contractor shall provide war room management, engineering and operational analysis, and day-to-day administrative and graphics support to include technical and operational support in analyzing changes to surface warfare programs and policies, assessing the impacts of these changes, developing plans and strategies to support program requirements, identifying and tracking major technical and programmatic issues, collecting and analyzing appropriate data, and coordinating review of the strategy.

C.2.1.2 The contractor shall assist in the development/maintenance of information/presentations and the development and update of strategies to implement systems engineering decisions. The contractor shall collect, analyze and manage data and assist in the development and presentation of status, information, and decision briefings. (CDRLs A001, A002, A003, A004, A005)

C.2.1.3 The contractor shall provide technical support regarding War Room data requirements and wall orientation, and use of the system engineering tools. Responsible for the research and development of overarching tools to enhance the process across all platforms. Responsible for maintaining

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Configuration Management (CM) control for all documentation, assessments, and reports. Responsible for ensuring commonality (agenda, template, testimony and reports) among the Navy programs. Responsible for providing technical writing skills to develop documentation. This requires knowledge of Program Software Development strategy and taxonomy.

C.2.2 VISITOR ACCESS SUPPORT

C.2.2.1 The contractor shall perform administrative tasks to support the secure environment of the W-Dept War room complex(es). This includes personnel access control, war room facility security, and related office operations. The required hours of operation are 0800 - 1600, Monday through Friday, except official Government holidays. Hours may be extended with prior notification from the W-Department Technical Point of Contact to support conferences and seminars being conducted in the war room complex(es).

C.3 MONTHLY PROGRESS REPORT

The contractor shall submit a Monthly Financial Report that is comprised of funds expended to date, labor hours expended to date, billed Other Direct Charges (ODCs), current funding and deliverables. The contractor shall submit a Quarterly Progress Report that is comprised of work accomplished, planned activities, anticipated problems areas, deliverables, meetings and travel. (CDRLs A007 and A008)

C.4 TRAVEL

The contractor shall travel as required to perform this Statement of Work. The contractor shall provide trip reports in accordance with CDRL A006. The following travel is anticipated during the period of performance of this delivery order:

Destination	Number of Trips	Number of Days	Number of Personnel
Washington. D.C.			

C.5 PERIOD OF PERFORMANCE:

Intentionally left blank.

C.6 GOVERNMENT FURNISHED OFFICE SPACE

The war room will be established and maintained in spaces provided by the government. Seating will be provided to all full-time employees.

C.7 SECURITY

Access to and generation of classified material shall be in accordance with Attachment J.2, DD254.

C. 8 & C.9 INTENTIONALLY LEFT BLANK

C.10 TERMINATION OF EMPLOYEES WITH NSWCCD BASE ACCESS: The Contractor

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shall ensure that all employees who have a NSWCCD badge and or vehicle sticker turn in the badge and remove the vehicle sticker immediately upon termination of their employment under this order. The Contractor shall advise NSWCCD Physical Security of all changes in their personnel requiring NSWCCD base access.

C.10.1 For involuntarily separated personnel and those separated under adverse circumstances, the Contractor shall notify NSWCCD Physical Security in advance of the date, time, and location where the NSWCCD representative may physically remove the employee's vehicle sticker and retrieve the NSWCCD 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 NSWCCD Physical Security of the separation and make arrangements between the former employee and NSWCCD Physical Security for the return of the badge and removal of the sticker.

C.11 ANNUAL IN-PROGRESS REVIEWS (IPR): The contractor shall prepare In- Progress Reviews to be held annually, at a location mutually agreed upon by the Contractor and the Government. The Contractor's In-Progress Review presentation shall contain, at a minimum, the following written information:

- a. Contract Number, Period of Performance, Total Value
- b. An organization chart listing all personnel who are currently working under the contract. The chart shall show areas of responsibility and lines of control. The chart shall include and identify subcontractor personnel.
- c. Description of each task completed or currently being performed, to include the SOW or Technical Direction Reference Number and a detailed description of technical efforts to date, schedules, progress made, problems encountered and resolved, recommendations, and planned efforts.
- d. Identification of any administrative problems encountered in performance of the contract.
- e. A graphic depiction of expenditures and labor-hours.

C.11.1 Format. The format for the IPR presentation shall be mutually agreed upon by the Contractor and TOM. Agenda items shall address the status of action items from the previous IPR and pertinent issues. Emergent/future interest items and meetings shall be discussed during the IPR. A listing of Action Items, Meeting Minutes with attached attendance listing which reflects those attending; organization/code; telephone and e-mail address; shall be provided to the Government Representatives by the Contractor within 5 working days of the IPR.

C.12 TECHNICAL INSTRUCTIONS (TIs):

TIs will be periodically issued when additional specific guidance is required. The contractor shall comply with these additional specific requirements, once they are mutually agreed upon. TIs may be issued in support of any of the Contract Sections.

C.13 PLAN OF ACTIONS AND MILESTONES (POA&M) REQUIREMENTS:

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As requested, the contractor shall develop a POA&M for each work area within the Statement of Work. Statement of Work area is defined as the level of task identified in the SOW/Technical Instruction. The signed POA&M shall be provided electronically to the Contract Specialist and the TOM within twenty one (21) calendar days after issuance of the order, Exercise of Option, Technical Instruction issuance, and/or Modifications to the Technical Instruction or the order which affect the Level of Effort or Dollar Ceilings. While contractor format is acceptable, with Government's approval, the following information, as a minimum, shall appear in each POA&M:

Date POA&M prepared (and revision number if applicable)

Work Area (number and title)

Contract and Task Order Number

POA&M Period Of Performance

Contractor Interfaces/Points Of Contact (technical area):

--Task Manager (name, phone number and email)

--Others as appropriate

Government Interfaces/POC:

--TOM (name and code)

--TA (name and code)

Signatures (each POA&M must be signed by a contractor representative and have thw signature block for signature by the TOM and TA)

Estimated manyears for the period of the work area to include subcontractors identified by name and total cost (including fee)

Work summary (a brief description of work supported within this work area) to include a listing of planned deliverables and due dates for each

Travel - total estimated cost; by destination show: number of people, number of days & number of trips.

Estimate of Cost

C.14 CONTRACTOR EXPENSE REPORTING SYSTEM (CERS)

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Contractors supporting the Warfare Systems Program Office (WSPO) Code W05 shall use CERS to record funding expenditures. CERS is a browser based web application with the Integrated Budget, Planning and Execution System (IBPES) tool used by W05 for Funds Management, Procurement Allocations, Budgeting, and Out year Planning. Actual expenses, consisting of labor expenses and other expenses (consisting of travel, sub-contracts and any other direct expenses) shall be recorded on a minimum of a monthly basis. Expenses can be recorded more frequently in those cases where billings occur on less than a 30 day billing cycle. In either case, all CERS submittals shall reflect actual voucher billing periods. There are three levels of data that can be reported on for each reporting period. The first level of data that can be reported on for a reporting period is the Labor and Other (consisting of travel, sub-contracts and any other direct expenses) dollars by WBS Element. The second level of data that can be reported on is the hours worked by contractor labor category for each WBS Element. The third level of data is the Labor, Travel and ODC dollars by billing requisition for the reporting period. To support the WSPO Business Office, contractors shall report by WBS Element, this is the first level as described above.

Contractors shall coordinate all requests for CERS training with the Task Order Manager (TOM) for the contract. The TOM will provide the Contractor with the WSPO CERS Procedural Document that provides instructions on how to gain access to CERS.

C.15 INFORMATION SECURITY AND COMPUTER SYSTEM USAGE:

In accordance with U.S. Navy policy, any personnel, including the contractor, who utilizes DODowned systems shall assume responsibility for adherence to restrictions regarding internet and e-mail usage. Navy policy prohibits racist, sexist, threatening, pornographic, personal business, subversive or politically partisan communications. All personnel, including the contractor, are accountable and must act accordingly. DOD computer systems are monitored to ensure that the use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. All information, including personal information, placed on or sent over a DOD system may be monitored. Use of a DOD system constitutes consent to monitoring. Unauthorized use may result in criminal prosecution. Evidence of unauthorized use collected during monitoring may be used as a basis for recommended administrative, criminal or adverse action.

C.16 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, and 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 (common id) and associated information shall be registered with the NSWCDD site issuing 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 IS Security Office. The accreditation shall include TOM certification that the use and access is required by this contract. Connections Between NSWCDD and Contractor

