

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-07-D-5288				2. DELIVERY ORDER NO. EH01		3. EFFECTIVE DATE 2010 Mar 31		4. PURCH REQUEST NO.		5. PRIORITY DO-C9		
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 VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342			CODE S2404A		8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)		
9. CONTRACTOR UNIVERSAL CONSULTING SERVICES, INC. 3975 Fair Ridge Drive Suite 400S Fairfax VA 22033			CODE ISUM1		FACILITY 008219672		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 X 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	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.									
	PURCHASE	<input type="checkbox"/>	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.											
UNIVERSAL CONSULTING SERVICES, INC.												
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/>	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		
					BY: /s/Sharon J Rustemier					04/02/2010		26. DIFFERENCES
27a. QUANTITY IN COLUMN 20 HAS BEEN												
<input type="checkbox"/>	INSPECTED	<input type="checkbox"/>	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			
					<input type="checkbox"/>	PARTIAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
<input type="checkbox"/>	FINAL	31. PAYMENT COMPLETE		34. CHECK NUMBER								
<input type="checkbox"/>	PARTIAL	35. BILL OF LADING NO.					35. BILL OF LADING NO.					
<input type="checkbox"/>	FULL			35. BILL OF LADING NO.								
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.	a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER										
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

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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	Workforce Development (O&MN,N)				
400001	(O&MN,N)				
400002	(O&MN,N)				
4004	Data - Applicable to CLIN 4000, and if option(s) are exercised, CLINs 4100, 4200, 4300 and 4400 - Not Separately Priced (O&MN,N)	1.0 Lot	\$0.00	\$0.00	\$0.00
4100	Workforce Development (O&MN,N) Option				
4200	Workforce Development (O&MN,N) Option				
4300	Workforce Development (O&MN,N) Option				
4400	Workforce Development (O&MN,N) Option				

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6000	ODCs in support of CLIN 4000 (O&MN,N)	1.0 Lot	
6100	ODCs in support of CLIN 4100 (O&MN,N) Option	1.0 Lot	
6200	ODCs in support of CLIN 4200	1.0 Lot	

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(O&MN, N)
Option

6300 ODCs in support 1.0 Lot
of CLIN 4300
(O&MN, N)
Option

6400 ODCs in support 1.0 Lot
of CLIN 4400
(O&MN, N)
Option

Proposed labor hours will be incorporated in Section B pricing structure as well as the Level of Effort clause found in Section H upon Task Order award. The Government estimate is approximately The Government estimate is based on the total anticipated level of effort for all Task areas combined.

NOTE A - Option item to which the option clause in SECTION I2 applies and which is to be supplied only if, and to the extent, said option is exercised.

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE)

All Items are cost plus fixed fee.

PAYMENT OF FEE(S) (COMPLETION) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost -plus-incentive-fee type contracts, "base fee" in cost -plus-award-fee type contracts, "fixed fee" in cost -plus-fixed-fee type contracts for completion and phase type contracts.

(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) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to five point eightpercent (5.8%) 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" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, 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 contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

NOTE A - Option item to which the option clause in SECTION I2 applies and which is to be supplied only if and to the extent said option is exercised.

CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

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Item 4000 is cost type
Item 4100 is cost type
Item 4200 is cost type
Item 4300 is cost type
Item 4400 is cost type
Item 6000 is cost only
Item 6100 is cost only
Item 6200 is cost only
Item 6300 is cost only
Item 6400 is cost only

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

CONTRACTING COMPETENCY

ACQUISITION WORKFORCE DEVELOPMENT SUPPORT

1.0 BACKGROUND

The Naval Sea Systems Command (NAVSEA) is one of the U.S. Government's largest acquisition and engineering organizations. NAVSEA employs over 50,000 people at thirty–three activities, which are located in sixteen states. The primary missions of NAVSEA are the design, development, acquisition, production, and sustainment of ships, ship systems, and maritime weapons systems for the U.S. and allied navies. It accomplishes its missions through government personnel, support services contractors, and the prime contractors that produce ships, ship systems and maritime weapons systems. NAVSEA routinely obligates over \$25 billion annually. Approximately 88% of the funds obligated by NAVSEA purchase goods and services from private industry.

NAVSEA manages the organization's work and workforce using a competency -aligned organizational model. In a competency–aligned organization, personnel are assigned to a functional area. People from appropriate functional areas organize in teams to accomplish work within the organization. Competencies match resources to organizational workload, develop personnel such that the proper number of people with the right skills is available to do the organization's work, and develop competency–wide policies and processes. Competencies are separate from business units. Business units manage and control the resources that perform the organization's work. The following chart depicts the relationship between competencies and business units:

Business Units Competencies	Headquarters	Naval Shipyards	Supervisors of Shipbuilding	Warfare Centers	Other Field Activities
Business Financial Management/Comptroller	X	X	X	X	X
Contracting	X		X	X	X
Corporate Operations	X	X	X	X	X
Explosive Ordnance Disposal	X			X	X
Industrial Operations	X	X	X		X
Information Technology	X	X	X	X	X
Legal	X	X	X	X	X
Logistics	X	X	X	X	X
Program Management	X	X	X	X	X
Research & Systems	X	X	X	X	X

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Engineering					
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The Contracting Competency (the Competency) in the NAVSEA consists of approximately 800 people who are dispersed throughout 14 physical locations and across all four business units. The predominant occupational series in the Competency is the “Contract Specialist” (1102). The largest concentration (approximately 200) of 1102s work at headquarters, which is located in the Washington Navy Yard. This cohort is attached to SEA 02, which is the headquarters business unit responsible for contracting. The Director and Associate Director for Contracts are the Headquarters business unit heads and the Contracting Competency leaders. In the role of competency leaders, they are responsible for competency management functions for all business units.

The acquisition workforce saw a significant decrease in size over a ten –year period beginning in the mid–nineties. This decrease, combined with an explosive growth of contracting workload in the Federal government during the same period, has created a high demand for trained government contracting professionals in the public and private sectors. As a result, the Competency does not have an adequate number of trained personnel to execute optimally its assigned responsibilities within the business units. Moreover, a significant portion of the Competency workforce is becoming retirement –eligible. Should these individuals retire when they are eligible, their retirements will exacerbate the Competency's personnel shortfalls.

The Competency performs complex and highly specialized work in the support of NAVSEA's missions. The nature of work makes it unlikely that the Competency can address its personnel shortfalls by hiring contracting professionals from other government agencies or the private sector.

The contracting process spans several competencies, the most significant of which are program management (PM); business financial management/comptroller (BFM/C); research and systems engineering (R&SE); and legal. Under the direction of the business units, each of these competencies provides products to the contracting competency. These products are essential to the processes of acquisition planning, contract formation and contract administration. The quality and timeliness of the products that are delivered to contracting personnel have a significant effect on the ability of contracting professionals to successfully accomplish contracting functions in support of NAVSEA ’s overall mission. Based on analysis of project management data, the contracting process is not executing optimally in many cases due to the poor quality and late delivery of products provided by other competencies to the Contracting Competency. The root cause of these product deficiencies is similar to those challenges faced by the Contracting Competency—a lack of trained personnel in sufficient numbers to produce the products required in the contracting process.

The Competency leadership plans to address these issues by developing a structured and repeatable approach to developing 1102s for journeyman, senior, management, and executive positions within the Competency and by developing training and performance support for personnel in allied competencies.

2.0 SCOPE

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The Contractor shall provide goods and services to support Competency leaders and subject matter experts (SMEs) as they design, develop, deliver, assess, and maintain an acquisition workforce development program. The workforce development program will focus primarily on 1102s. The secondary focus will be personnel in other competencies who participate in the acquisition planning, contract formation, and contract administration processes.

The Contractor shall provide support in the following process areas:

- Workforce Development Needs Assessment
- Workforce Development Planning
- Workforce Education and Training
- Workforce Proficiency Assessment

The knowledge areas that the Government intends to address with its workforce development strategy include, but are not limited to:

- Instructor Development
- Government Procurement and Contract Management
- Project Management
- Program Management
- Management and Leadership Development

3.0 APPLICABLE DOCUMENTS

The following documents are guidance to the Contractor in meeting the requirements of this contract, unless they are invoked by the Government as mandatory requirements in technical instructions (TIs) (defined in Section H) issued under this contract.

Document Number	Title	Date
DOE-HDBK-1078-94	Training Program Handbook: A Systemic Approach to Training	Aug 1994

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DOE-HDBK-1200-97	Guide to Good Practices for Developing Learning Objectives	Jan 1997
DOE HDBK-1205-97	Guide to Good Practices for the Design, Development and Implementation of Examinations	Jun 1997

4.0 REQUIREMENTS

The Contractor shall support the Contracting Competency's Acquisition Workforce Development Program by providing support in the following areas. The following areas describe the work to be performed in general terms. The Government will provide specific tasking through T.I.s issued under this contract.

4.1 The Contractor shall assist Competency subject matter experts in determining the skills necessary for NAVSEA personnel to perform the contracting function in accordance with Federal law, regulation and good business judgment. The Contractor shall support the SMEs in developing and deploying instruments that assess the skills of the current workforce. The Contractor shall support SME gap analysis through the comparison of the desired skills for the contracting and allied competencies against the skills that exist in current competency personnel.

4.2 The Contractor shall assist Competency SMEs in designing a workforce development plan. Using gap analysis and other workforce development requirements supplied by SMEs, the Contractor shall assist SMEs in developing components for Individual Development Plans. The Contractor shall assist SMEs in developing a workforce development strategy that allocates the development of skills and proficiencies in the workforce across a variety of training experiences. Examples of these training experiences include classroom training, on-the-job training experiences, computer-based training, rotational assignments, and training opportunities provided by other organizations such as the Defense Acquisition University. The Contractor shall assist SMEs in identifying existing training resources that may be adopted or adapted for use by NAVSEA.

4.3 The Contractor shall assist Competency SMEs in designing and developing specific courses in the knowledge areas listed in Section 2, "Scope." This work shall include, but no be limited to:

- Development of terminal learning objectives
- Development of enabling learning objectives
- Allocation of learning objectives to specific course topics
- Selection and development of course materials, such as course texts, exercises, case studies, simulations, computer-based training artifacts, and other training course material necessary to allow course participants to achieve course terminal learning objectives
- Course delivery support, including the delivery of pilots for new or modified courses, course

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materials, instructional aids, and training facilities
Course examination development

4.4 The Contractor shall assist Competency SME's in developing a method to test competency personnel for proficiency in the skill areas established as a result of the skill demand analysis, which the Contractor shall support as specified in Section 4.1, "Needs Assessment." The Contractor shall assist Competency SMEs in developing criteria for proficiency measurement, designing and developing proficiency assessment instruments, and administering those instruments to members of the Competency and others as the Government may require.

PERFORMANCE STANDARD

The following performance standards shall apply to the Contractor's work product under this Task Order:

- The Contractor's work products shall be consistent with the needs of the mission as identified by task managers.
- Technical and status reports shall be accurate, complete, and of high-quality and shall adhere to due dates and deadlines provided by technical instructions during performance.
- Data deliverables, including studies and analyses, recommendations, presentations, and other data, shall be measured through customer feedback.
- Services shall reflect innovative techniques and employ efficient and cost control measures.

ACCEPTABLE QUALITY LEVEL

All data deliverables shall be free of spelling errors, grammatically correct, correctly formatted, technically correct, and fully coordinated with any stakeholders. All data deliverables shall be fully compatible with Navy Marine Corps Intranet (NMCI) copies of Oracle-based competency management/training software, and Microsoft Word, Excel, PowerPoint, Outlook, MDCPDS, and other application programs.

MONITORING METHOD

The Government will review and assess data deliverables and products. The Contractor will provide monthly reports of work accomplished, including active and completed tasks, and any customer feedback received; including whether or not the sponsor was satisfied.

ITEM(S) 4004 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) _____, attached hereto.

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SECTION D PACKAGING AND MARKING

Packaging and Marking in accordance with Section D of the IDIQ contract.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the SeaportE Multiple Award IDIQ contract.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

4000	3/31/2010 - 3/30/2011
4004	3/31/2010 - 3/30/2011
6000	3/31/2010 - 3/30/2011

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

4100	3/31/2011 - 3/30/2012
4200	3/31/2012 - 3/30/2013
4300	3/31/2013 - 3/30/2014
4400	3/31/2014 - 3/30/2015
6100	3/31/2011 - 3/30/2012
6200	3/31/2012 - 3/30/2013
6300	3/31/2013 - 3/30/2014
6400	3/31/2014 - 3/30/2015

SECTION G CONTRACT ADMINISTRATION DATA

SEA 02 Point of Contact
Charles J. Cirino, SEA 02T
1333 Isaac Hull Avenue, SE
Washington, DC 20376
E-mail: charles.cirino@navy.mil
Telephone: (202) 781-2838

Accounting Data

SLINID	PR Number	Amount
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400001		

400002		
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6000		
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BASE Funding
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUB Zone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H19.

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount (s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
	\$	\$	

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs _____ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel

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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) All proposed substitutes 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 forty-five (45) days, or ninety (90) 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; and (3) 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.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. 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.

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

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract 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 contract.

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

NAVSEA 5252.216-9122 -- LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 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.

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(b) Of the total man-hours of direct labor set forth above, it is estimated that (Offeror to fill in) man-hours are uncompensated effort. 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 nonwork locations (except as provided in paragraph (j) below), 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 hours per week. 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 conditions 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:

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

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.23220) 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 o

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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.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative work plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) 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.

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SECTION I CONTRACT CLAUSES

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

(a) The Government may extend the term of this delivery order by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

ITEM(S) LATEST OPTION EXERCISE DATE

4100 31 December 2010
4200 31 December 2011
4300 31 December 2012
4400 31 December 2013

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

CLAUSES INCORPORATED BY REFERENCE

52.219-6 NOTICE OF SMALL BUSINESS SET-ASIDE (JUN 2003)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Financial Accounting Data Sheet

Attachment 2 - Contract Data Requirements List, 4 pages