

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   3	
2. AMENDMENT/MODIFICATION NO. 22	3. EFFECTIVE DATE 20-Jul-2009	4. REQUISITION/PURCHASE REQ. NO. N65540-09-MR-31710		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CARDEROCK DIVISION, PHILADELPHIA NAVSSSES Philadelphia PA 19112-1403 matthew.dreby@navy.mil 215-897-8434 Ext. 8434	CODE N65540	7. ADMINISTERED BY (If other than Item 6) DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427		CODE S3915A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Basic Commerce and Industries, Inc. 304 Harper Dr. Suite 203 Moorestown NJ 08057-3220		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4019-0002
		10B. DATED (SEE ITEM 13) 08-Jun-2005
CAGE CODE ONGZ4	FACILITY CODE 101699874	

**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)

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

(*)	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"/>	
<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).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties in Accordance with FAR 43.103-(a)(3)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

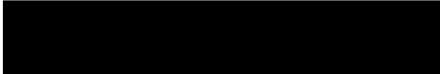
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Vicki Schmidt, Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) John P Stefano, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Vicki Schmidt (Signature of person authorized to sign)	15C. DATE SIGNED 22-Jul-2009	16B. UNITED STATES OF AMERICA BY /s/John P Stefano (Signature of Contracting Officer)	16C. DATE SIGNED 22-Jul-2009

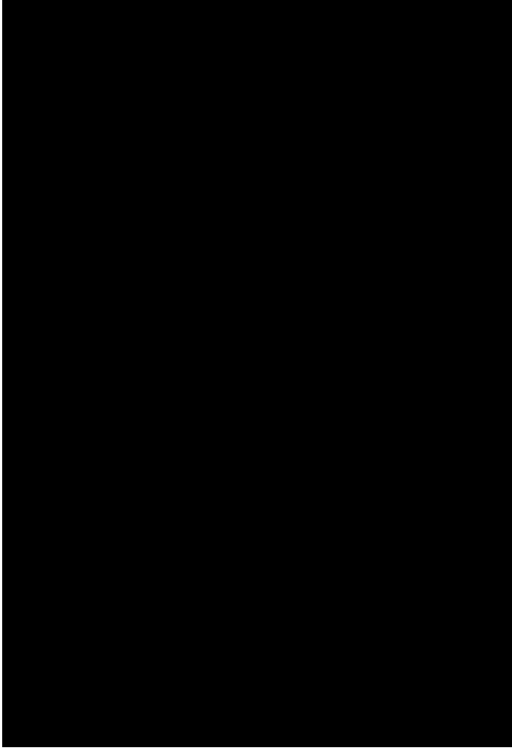
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## GENERAL INFORMATION

This modification is to increase the task order ceiling and funded amount for Option Year 4 as well as ODC's because the follow on contract has not yet been awarded and there is an urgent need for continued services. Accordingly, the Task Order is modified as follows:

ITEM	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0004AF	Option Year 4 Direct Labor Costs and Fixed Fee	1	Lot			
0006AC	ODC's	1	Lot	\$683.25	\$0.00	\$683.25

The following level of effort chart is for SLINs 0004AF and 0006AC:

Labor Category	PHL	WB	TOTAL
-----	----	----	-----
Program Manager			
Operations Engineer			
Sr Communications Eng			
Communications Eng			
Systems Analyst/Admin			
Customer Support Rep			
Senior Operator			
Senior Installer			
Installer			
Data Analyst			
Admin VTC Tech			
Admin Inventory Tech			
Technical Writer			
Administration			
Contracts Administration			
Total			

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The total amount of funds obligated to the task is hereby increased by \$185,000.00 from \$16,029,699.16 to \$16,214,699.16.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
0004AF	TBD	[REDACTED]		
0006AC	TBD			

The total value of the order is hereby increased by \$185,000.00 from \$16,029,699.16 to \$16,214,699.16.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
0004AF	TBD	[REDACTED]		
0006AC	TBD			

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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
0001	RDT&E NETWORK SUPPORT SERVICES				
0001AA	\$2,632,683.00 in incremental funds for Direct Labor Costs and Fixed Fee (O&MN,N)	1.0 Lot			
0001BA	758,416.00 in incremental funds for Direct Labor Costs and Fixed Fee (O&MN,N)	1.0 Lot			
0001BB	\$200,000.00 in incremental funds for Direct Labor Costs and Fee (O&MN,N)	1.0 Lot			
0001BC	\$281,203.00 in incremental funds for Direct Labor Costs and Fixed Fee (O&MN,N)	1.0 Lot			
0001BD	\$756,676.00 in incremental funds for Direct Labor Costs and Fixed Fee (O&MN,N)	1.0 Lot			
0001BE	\$539,058.00 in incrementatl funds for Direct Labor Costs and Fixed Fee (O&MN,N)	1.0 Lot			
0001CA	\$2,262,905.00 in incremental funds for Direct Labor Costs and Fixed Fee (O&MN,N)	1.0 Lot			
0001CB	\$339,996.00 in incremental funds for Direct Labor Costs and Fixed Fee for OPTION YEAR 2. (TBD)	1.0 Lot			
0001DA	EXERCISED - OPTION YEAR 3, Direct Labor	1.0 Lot			

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Costs and Fixed  
Fee (TBD)

0001DB FUNDED SLIN FOR  
OPTION YEAR 3,  
DIRECT LABOR  
COSTS AND FIXED  
FEE. (TBD) 1.0 Lot

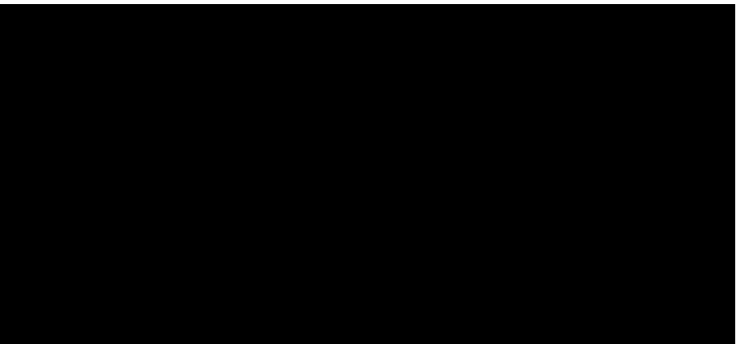


For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
0003	ODCS, including Materials and Travel			\$797,490.00
0003AA	\$60,830.00 in incremental funds for ODCs (O&MN,N)	1.0	Lot	\$60,830.00
0003BA	\$20,277.00 in incremental funds for ODCs (O&MN,N)	1.0	Lot	\$20,277.00
0003BB	\$240,553.00 in incremental funds for ODCs (O&MN,N)	1.0	Lot	\$240,553.00
0003CA	\$100,000.00 in funding FOR OPTION YEAR 2, ODCs (TBD)	1.0	Lot	\$100,000.00
0003CB	\$200,000.00 in incremental funds for ODCs (O&MN,N)	1.0	Lot	\$200,000.00
0003DA	EXERCISED - OPTION YEAR 3, ODCs (TBD)	1.0	Lot	\$175,830.00

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0004	RDT&E NETWORK SUPPORT SERVICES, LABOR					
0004AA	Excercised - OPTION YEAR 4, Direct Labor Costs and Fixed Fee (TBD)	1.0	Lot			
0004AB	\$561,047.00 in incremental funds for Direct Labor Costs and Fee (TBD)	1.0	LH			



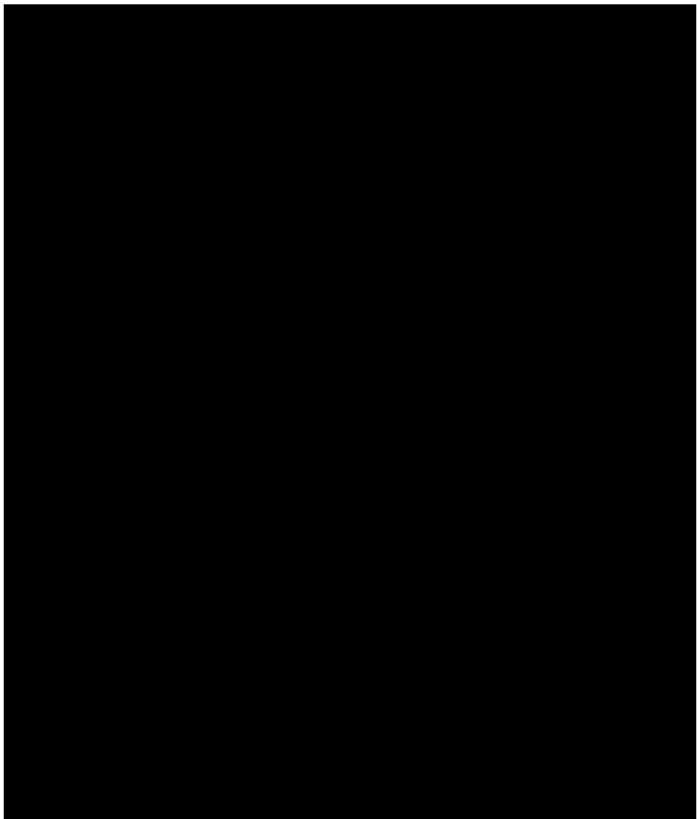
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0004AC \$1,144,525.16 in 1.0 Lot  
incremental funds  
for Direct Labor  
Costs and Fixed  
Fee for  
additional level  
of effort. (TBD)

0004AD \$175,000.00 in 1.0 LH  
additional  
funding for  
Direct Labor  
Costs and Fixed  
Fee for  
additional level  
of effort. (TBD)

0004AE Additional 1.0 LH  
funding for  
direct labor  
costs and fixed  
fee for additonal  
level of effort  
(TBD)

0004AF Additional 1.0 LH  
funding for  
direct labor  
costs and fixed  
fee for additonal  
level of effort  
(TBD)



For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
0006	ODCs, including Materials and Travel		\$161,513.25
0006AA	\$60,830.00 in incremental funds for ODCs (TBD)	1.0 Lot	\$60,830.00
0006AB	\$100,000.00 in incremental funds for ODC's (TBD) (TBD)	1.0 Lot	\$100,000.00
0006AC	\$683.25 in incremental funds for ODC's (TBD)	1.0 Lot	\$683.25

This task order has a base period of performance of one year, with four option periods of one year each. The option years are subject to the option clause in SECTION I-2 of the base SEAPORT-E contract and are to be supplied only if and to the extent said options are exercised.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

NSWCCD- RDT&E NETWORK SUPPORT

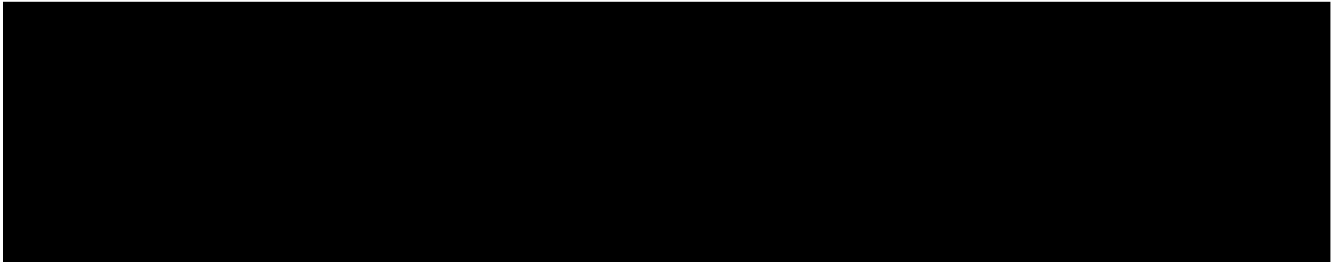
#### 1. INTRODUCTION



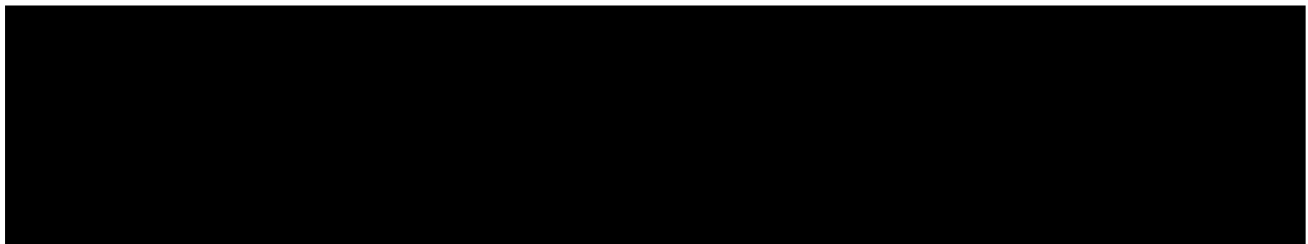
#### 2. GENERAL TASK AREAS

This task order will require that the contractor accomplish work within the following general areas:

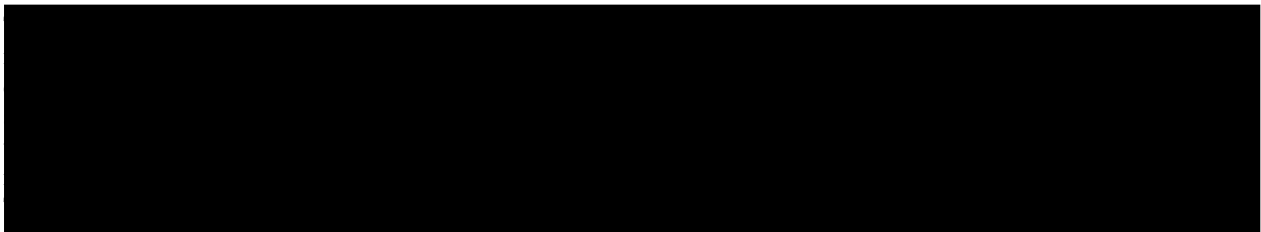
Task Area 1: Network Operation and Maintenance Services



Task Area 2: Engineering Services



Task Area 3: Design/Installation of Network Extensions and Enhancements



Task Area 4: Telecommunications Services



Task Area 5: Operations and Production Control

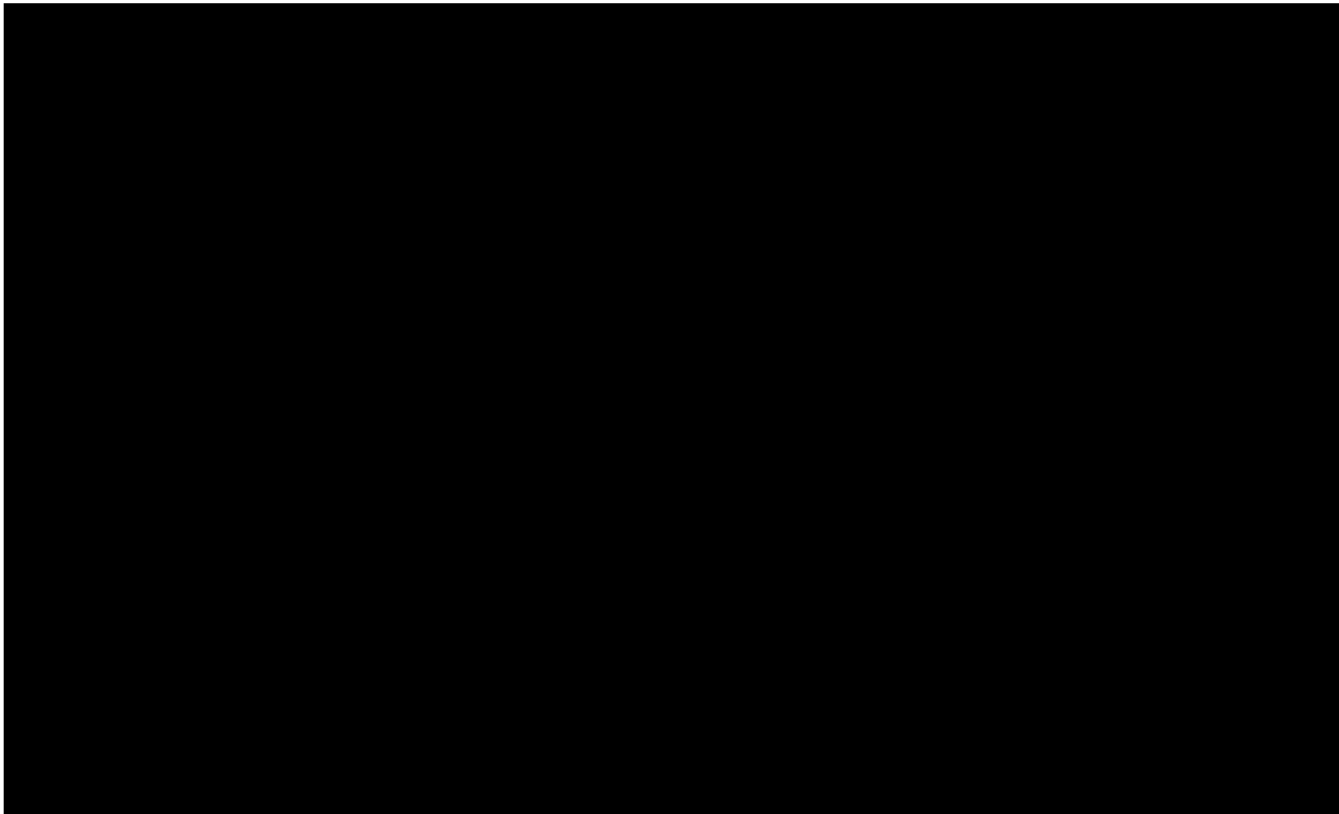
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Task Area 6: Server/System Administration



Task Area 7: User Support



Task Area 8: Technical Writing



Task Area 9: Documentation of Network Infrastructure



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## Task Area 10: NMCI Support

### 3. LABOR CATEGORIES

The contractor shall employ as direct labor in the performance of this task order only personnel fully qualified and competent to perform the assigned duties. Personnel shall be assigned to efforts in a manner that will provide greatest efficiency. Normally, the lowest reasonable category of labor capable of performing a function will provide the greatest efficiency.

Contractor shall ensure that employees keep all required certifications current.

The Government anticipates that contractor staffing for this requirement shall include the following labor categories. Asterisks indicate key labor categories.

#### \*Project Manager

Desired Qualifications: Bachelors degree in computer science, communications systems management or an equivalent technical degree. Equivalent work experience may be substituted at a rate of 1.5 years experience equals 1 year education. A minimum of 10 years of general facilities management, within the last 10 years, 5 years of which must have been in project management to support ethernet LANs. This experience will include the following:

- planning and directing tasks
- determining resource requirement and costs
- preparing schedules
- assigning work to subordinates
- monitoring progress of task and preparing progress reports
- reviewing products before they are delivered

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- communicating with all levels of management orally and in writing
- management of network designs, installations, implementation of standards, and conversion and migration methodologies to enhanced network technologies

**\*Operations Engineer**

Desired Qualifications: Bachelor's degree in computer science, electrical engineering, communications management, or an equivalent technical degree. Equivalent work experience may be substituted at a rate of 2 years experience equals 1 year education. A minimum of eight years combined experience in computer and networking project management to support Local Area Networks which include Ethernet (10Base2 and 10BaseT), Fiber Optics, ATM, wireless, network installations, client/host configurations, and network systems trouble shooting, testing and repair. Cisco CCNP certification or above preferred. The Operations Engineer will be the technical lead at the site. This experience will include the following:

- planning and directing tasks
- determining resource requirements and costs
- resolving complex problems that impact system availability
- assigning work to subordinate
- reviewing products before they are delivered
- monitoring network performance and recommending improvements
- monitoring progress of tasks and preparing progress (status) reports
- communicating with all levels of management (both orally and in writing)

**\*Senior Communications Engineer**

Desired Qualifications: Associates degree in electrical engineering, computer science, or an equivalent technical degree. Equivalent work experience may be substituted at a rate of 1.5 years of experience equals 1 year of education. A minimum of 5 years of basic electronics or technical communications training. A minimum of 3 years experience in LAN environment, with 2 years experience in LAN management. Cisco CCNA certification or above preferred. Must have experience with ATM and ethernet networking. Extensive knowledge of and experience with hardware and software products and operating systems. Must have strong organizational, communications, and managerial skills.

**\*Communications Engineer**

Desired Qualifications: Bachelors degree in electrical engineering, computer science, communications management, or an equivalent technical degree. Equivalent work experience may be substituted at a rate of 2 years of experience equals 1 year of education. A minimum of 5 years combined experience in computer and networking to support Ethernet (10Base2 and 10BaseT), fiber optics, ATM, wireless, network installations, client-server configurations, and network systems troubleshooting, testing and repair. Must be proficient in TCP/IP and ATM protocols. Cisco CCNA certification or above preferred. Support surveying and coordinating physical moves of network drops.

**\*Customer Support Representative**

Desired Qualifications: A minimum of 2 years experience interfacing with users and system and/or application programmers or similar work. At least 2 years experience in evaluating and using mini and micro software and hardware. Ability to learn to use and understand the operation of the customer support help desk software. Ability to communicate orally and in writing.

**Senior Installer:**

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Desired Qualifications: High school diploma with Associates degree in electrical engineering, computer science, or an equivalent technical degree preferred. BICSI certification preferred. Equivalent work experience may be substituted at a rate of 1.5 years of experience equals 1 year of education. A minimum of 4 years experience in installing and testing networks which include coaxial and twisted pair Ethernet, fiber optics, and voice systems. A minimum of 2 years experience supervising network installations and testing. Experience will include:

- planning and directing installation tasks
- determining resource requirements
- documenting installations and schedules
- assigning, monitoring and evaluating work of subordinates
- monitoring progress of work and reporting of potential problems
- communicating with all levels of management (oral and written)

#### Installer

Desired Qualifications: High school diploma. Minimum of 2 years experience in installing Ethernet and fiber optic networks, network components and network interface devices. This experience must include running, connectorizing, and terminating 10Base2, 10BaseT (STP and UTP), multi and single mode fiber optic cable, and installing network interface devices. BICSI certification preferred.

#### \*Senior Operator

Desired Qualifications: Associate's degree in computer science or equivalent technical degree. Equivalent work experience may be substituted at the rate of 1.5 years of experience equals 1 year of education. A minimum of 4 years of experience with operation of medium to large scale time-sharing IT systems with 1.5 years experience as senior operator. Knowledge of operational procedures on UNIX systems and NT systems required. Knowledge of daily, week, monthly and quarterly batch processing requirements of ILSMIS, SLDCADA, ASSET, DIFMS and the Corporate Travel System required.

#### Server Analyst/Administrator

Desired Qualifications: Associates degree in computer science or equivalent technical degree. Must have extensive knowledge of and experience with installation, configuration, integration, user registration, file backups, troubleshooting and problem resolution for servers associated with network operations and administration, firewall, and RDT&E applications. MCSE certification required. Must have good oral and written communication skills.

#### Technical Writer

Desired Qualifications: Bachelor's degree in English or communications preferred. Equivalent work experience may be substituted at a rate of 1.5 years experience equals 1 year of education. A minimum of 4 years relevant experience. Demonstrated ability to document technical programs, plans, designs, operations and procedures.

#### CAD Operator

Desired Qualifications: A minimum of 3 years experience in creating and producing automated drawing documentation of engineering plans and schematics, signal flow diagrams and electrical facilities for local area networks, computer systems and grounding systems. Requirements include understanding of subject systems performance characteristics, design limitations and specifications. Must be proficient in AutoCad. Must be experienced in reading blueprints and wiring schematics, and in operating scanners, printers, plotters, and drawing reproduction equipment.

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## Data Analyst

Desired Qualifications: Two years or more college experience preferred. Demonstrated ability in analyzing large data sets and producing reports. Experience in hardware/software procurement and inventory control. Expertise in MS Excel and Access, with a working knowledge of Visual Basic for Access. Knowledge of Oracle data base structures. Must have good written and oral communication skills.

### 4. ADDITIONAL STAFFING REQUIREMENTS

In addition to providing staffing in the labor categories set forth above, the contractor shall provide sufficient management and technical support staff to develop required plans and implement and execute project/task activities. The contractor shall be responsible for all aspects of the design, development, testing, installation, and implementation of communications services.

### 5. MATERIALS/EQUIPMENT

Unless the TOM makes Government-owned equipment available for use, the contractor shall provide tools and test equipment necessary to install/repair/troubleshoot network wiring such as OTDR, cable scanners, ladders, and the like.

### 6. PLACE OF PERFORMANCE

The contractor shall primarily perform work in support of this contract at NSWCCD Philadelphia, PA and West Bethesda, MD. The estimated number of labor hours required at each location is set forth in Section B above. However, occasional travel may be required between West Bethesda, Philadelphia and other NSWCCD detachments (Bremerton, WA, Bayview, ID, Norfolk, VA, Memphis, TN, Cape Canaveral, FL, and Dania, FL). It is anticipated one or two contractors may travel overnight 5 times a year in support of this effort.

### 7. SECURITY AND SAFETY REQUIREMENTS

Due to the possible sensitive work and areas in which work may be performed, all contractor personnel involved with Task Areas 1-6 shall be required to have a SECRET security clearance.

The contractor shall comply with all NSWCCD Division Occupational Safety and Health regulations.

### 8. DELIVERABLES

The contractor shall submit the following reports to the Task Order Manager (TOM) on a monthly basis:

**MONTHLY STATUS REPORT** - This report shall be in a format acceptable to the TOM and must include summaries of the accomplishments of the reporting period, technical problems encountered and solutions provided, as well as any significant tasks expected to be addressed in the next reporting period. Each status report shall cover one month's performance under the task order and shall be due not later than 15 days after the end of the month that is the subject of the report.

**MONTHLY FINANCIAL REPORT** - This report shall be in a format acceptable to the TOM and must include labor hours expended during the reporting period (categorized by labor category), total labor hours expended to date under the task order, cost incurred during the reporting period (categorized by SLIN and also separately stating fees imposed from reimbursable costs incurred) and total costs incurred to date for the task order. Each financial report shall cover a month of performance under the task order and shall be due not later than 15 days after the end of the month that is the subject of the report.

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## **SECTION D PACKAGING AND MARKING**

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: NSWCCD, Attn: Christopher Feeney, Code 34

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and Acceptance shall be performed at Destination by the Government.

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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

0001AA	6/9/2005 - 6/8/2007
0001BA	10/20/2005 - 6/8/2008
0001BB	8/16/2006 - 6/8/2008
0001BC	9/26/2006 - 6/6/2008
0001BD	9/26/2006 - 6/8/2008
0001BE	9/26/2006 - 6/8/2008
0001CA	9/26/2006 - 6/8/2008
0001CB	10/1/2006 - 6/8/2008
0001DA	9/14/2007 - 6/8/2009
0001DB	6/9/2007 - 6/8/2008
0003AA	6/9/2005 - 6/8/2007
0003BA	10/20/2005 - 6/8/2008
0003BB	9/26/2006 - 6/8/2008
0003CA	10/1/2006 - 6/8/2008
0003CB	2/1/2007 - 6/8/2008
0003DA	9/14/2007 - 6/8/2009
0004AA	5/9/2008 - 6/8/2010
0004AB	5/19/2008 - 6/8/2010
0004AC	3/16/2009 - 6/8/2010
0004AD	6/23/2009 - 9/30/2009
0004AE	7/8/2009 - 6/8/2010
0004AF	7/20/2009 - 6/8/2010
0006AA	5/19/2008 - 6/8/2010
0006AB	8/29/2008 - 6/8/2010
0006AC	7/20/2009 - 6/8/2010


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## SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager  
Christopher Feeney, Code 3431  
5001 South Broad St.  
Philadelphia, PA 19112-1403  
Christopher.Feeney@navy.mil

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(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 cost for incrementally funded CLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED ITEM(S)	Total Est. CPFF*	Total Funded Amt.	EST POP
0001			09/30/2008
0003			09/30/2008
0004			06/08/2010
0006			
06/08/2010			

\* includes exercised option amounts

(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.

(End of Clause)

### CAR-G11 INVOICE INSTRUCTIONS (OCT 2006) (NSWCCD)

(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.

(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

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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	N65540
Admin DODAAC	S3915A
Inspector DODAAC (if applicable)	N65540
Acceptor DODAAC	N65540
LPO DODAAC (if applicable)	Not Applicable
Pay DODAAC:	HQ0337
DCAA Auditor DODAAC (if applicable)	HAA391

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 Email Notification To:

Christopher.Feeney@navy.mil

(f) The contractor shall submit invoices for payment per contract terms and the government shall process invoices for payment per contract terms.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NSWCCD WAWF point of contact Brian D. White at (301) 227-1172 or [brian.d.white@navy.mil](mailto:brian.d.white@navy.mil).

(End of Clause)

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Accounting Data
SLINID   PR Number           Amount
-----
0001AA   51479286             895112.00
LLA :
AA 97X 4930.NH1C 000 77777 0 000167 2F 000000 995343110331

0003AA   51479286             21094.00
LLA :
AA 97X 4930.NH1C 000 77777 0 000167 2F 000000 995343110331

MOD 2

0001AA   52723869             1737571.00
LLA :
AA 97X 4930.NH1C 000 77777 0 000167 2F 000000 995343110331

0001BA   52723869             758416.00

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LLA :  
AA 97X 4930.NH1C 000 77777 0 000167 2F 000000 995343110331

0003AA 52723869 39736.00

LLA :  
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0003BA 52723869 20277.00

LLA :  
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MOD 7

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LLA :  
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MOD 8

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0001BE 62447654 539058.00

LLA :  
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0001CA 62447644 2462905.00

LLA :  
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0003BB 62447644 240553.00

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MOD 9

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0003CB 62447644 200000.00

LLA :  
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MOD 12

0001CB 72216210 339996.00

LLA :  
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0003CA 72216210 100000.00

LLA :  
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0003DA 72216210 60830.00

LLA :  
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MOD 14

0001DA 72216210 (50000.00)

LLA :  
AB 97X4930.NH1C 000 77777 0 000167 2F 000000 995341050031

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0003DA 72216210 50000.00  
 LLA :  
 AB 97X4930.NH1C 000 77777 0 000167 2F 000000 995341050031

MOD 16

0001DA 72216210 (65000.00)  
 LLA :  
 AB 97X4930.NH1C 000 77777 0 000167 2F 000000 995341050031

0003DA 72216210 65000.00  
 LLA :  
 AB 97X4930.NH1C 000 77777 0 000167 2F 000000 995341050031

MOD 17

0001DB 81437476 621914.00  
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0004AB 81437476 561047.00  
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0006AA 81437476 60830.00  
 LLA :  
 AB 97X4930.NH1C 000 77777 0 000167 2F 000000 995341050031

MOD 18

0004AA 82390213 2406982.00  
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 AB 97X4930.NH1C 000 77777 0 000167 2F 000000 995341050031

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MOD 19

0004AC 90694406 1144525.16  
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 AB 97X4930.NH1C 000 77777 0 000167 2F 000000 995341050031

MOD 20

0004AD 91741682 175000.00  
 LLA :  
 AB 97X4930.NH1C 000 77777 0 000167 2F 000000 995341050031  
 Incremental Funding In Accordance With Technical Instruction 09-01

MOD 21

0004AE 91836486 175000.00  
 LLA :  
 AB 97X4930.NH1C 000 77777 0 000167 2F 000000 995341050031  
 Funding for CLIN 0004

MOD 22

0004AF 91979944 184316.75  
 LLA :  
 AB 97X4930.NH1C 000 77777 0 000167 2F 000000 995341050031  
 Funding for CLIN 0004

0006AC 91979944 683.25  
 LLA :  
 AB 97X4930.NH1C 000 77777 0 000167 2F 000000 995341050031  
 Funding for CLIN 0003

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H-5 TASK ORDER PROCESS

J. Ombudsman Description. In accordance with FAR 16.505(a)(7), no protest under FAR Subpart 33.1 is authorized in connection with PCO decisions regarding fair opportunity or the issuance of a TO under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract. The Local Warfare Center Site Deputy for Small Business has been designated as the NAVSEA and related Program Executive Offices Ombudsman for this contract. The NAVSEA Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the NAVSEA Ombudsman must be forwarded to:

Mr. Ted Ptashkin

215-897-7596

ptashkintr@nswccd.navy.mil

### LEVEL OF EFFORT

(a) The Government has estimated that the level of effort required for the performance of this contract will be [REDACTED] man-hours of direct labor per year. The estimated composition of the [REDACTED] man-hours of direct labor is set forth in the chart below. On-Site refers to labor performed at the contractor's facility, PHL refers to labor performed at NSWCCD in Philadelphia, PA and CRD refers to labor performed at NSWCCD in Bethesda, MD.

Labor Category	PHL	CRD	TOTAL
*Project Manager	[REDACTED]		
*Operations Engineer			
*Senior Communications Engineer			
*Communications Engineer			
*Customer Support Representative			
Senior Installer			
Installer			
Senior Operator			
System Analyst/Administrator			
Technical Writer			
CAD Operator			
Data Analyst			
TOTAL			

\*Indicates "Key Personnel"

For purposes of submitting proposals, offerors should assume that the level of effort required from them for each year

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of the task order will include the labor categories and labor hours as estimated in the table above.

(b) The contractor estimates that 0 man-hours of uncompensated effort will be used to perform tasks under the task 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 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 in (a) 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, or other time and effort which does not have a specific and direct contribution to the tasks described in Section C.

(d) The estimated allocation of the total labor effort required among the labor categories and locations reflected in paragraph (a) above should be regarded as estimates only. Accordingly, in the performance of the task order, the contractor will be allowed to adjust the allocation of labor hours among the various labor categories and among various locations as required to accomplish the technical objectives of the task order, provided that such adjustment does not cause the ceiling dollar amount for the task order to be exceeded. It is expected that the level of effort for this contract shall be expended at an average rate of approximately [REDACTED] hours per month. 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 cause the ceiling dollar amount for the task order to be exceeded.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that it anticipates that the ceiling dollar amount for the task order 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 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work for each year of this task order, the Contractor shall submit the

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following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

CAR-H07 Prospective Fee Amount Reduction Incentive Plan (APR 2004) (NSWCCD)

(a) Introduction: The contractor's performance during each task order year (that is to say, the base year and for each option year for which the option is exercised) will be evaluated by the Government for purposes of making a fee reduction determination. A separate evaluation will be made for each year's performance under the task order. The evaluation will encompass all work performed by the contractor during the applicable year, but will not include cumulative information from evaluations made for performance during previous years. If the Contracting Officer determines that the Contractor has achieved a rating of "Unsatisfactory" during the year being evaluated, the Contracting Officer will take unilateral action to provide for a fee reduction for the task order for that year of performance.

(b) Performance Ratings: For each year, the Contracting Officer will assign one of the following ratings to the contractor's work under the task order:

(1) Good - Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see Attachment 1 to this Solicitation) for each of the General Task Areas set forth in the SOW and often exceeds AQLs for one or more of the General Task Areas set forth in the SOW.

(2) Satisfactory - Work product routinely meets Acceptable Quality Levels (AQLs) defined in the Performance Requirements Summary Table (see Attachment 1 to this Solicitation) for each of the General Task Areas set forth in the SOW.

(3) Unsatisfactory - Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, (see Attachment 1 to this Solicitation) for one or more of the General Task Areas set forth in the SOW.

(c) Incentive Objectives. The purpose of including a prospective fee amount reduction incentive in this task order is to ensure that the Contractor achieves an Acceptable Quality Level in each of the General Task Areas during each year of performance of the task order.

(d) Organization. The performance evaluation organization consists of the Contracting Officer, who will serve as the Incentive Determining Official, the Task Order Manager (TOM), and the cognizant Technical Points of Contact (TPOCs).

(1) Contracting Officer: The Contracting Officer is responsible for properly administering the performance evaluation process, maintaining the official performance evaluation file, and making incentive determinations.

(2) TOM: The TOM maintains the written records of the contractor's performance so that a fair and accurate evaluation is obtained. The TOM coordinates and compiles the evaluation reports from cognizant TPOCs.

(3) Technical Points of Contact (TPOCs): Each TPOC will provide ongoing performance monitoring, evaluate task performance based on the task order SOW and assist in the preparation of the evaluation report.

(e) Evaluation Schedule. Each performance evaluation period will be 12 months in length. Following each evaluation period, the Contracting Officer (or Contract Negotiator if so designated by the Contracting Officer) and the TOM and/or TPOCs, as appropriate, will hold a meeting with the contractor's Senior Technical Representative to review performance under the task order, including overall trends, specific problem areas, if any, and their resolution. Other Government and contractor personnel may also participate as deemed appropriate.

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(f) Contractor's Review of the Evaluation Report and Self-Evaluation. The Contracting Officer will provide the evaluation report to the contractor as soon as practicable after completion of the evaluation. Contractors shall be given a minimum of 15 calendar days to submit comments, rebut statements, or provide additional information. The contractor may also submit a Self-Evaluation Report for consideration. The report must include an overall performance rating for the task order covering the evaluation period and may include whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.

(g) Incentive Determination. The Contracting Officer will make an incentive determination for each task order at the end of each evaluation period. The determination will be based upon the TOM/TPOCs' recommendations, the contractor's comments including any Self-Evaluation Report, and any other information deemed relevant by the Contracting Officer. The Contracting Officer shall resolve disagreements between the TOM/TPOCs' recommendations and the contractor's comments/report regarding the evaluation. The Contracting Officer's incentive determination is unilateral and final. The Contracting Officer will document the determination and provide a copy to the contractor.

(h) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by this contract or task order such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE) report in the case of a SeaPort-e task order.

(End of Clause)

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## SECTION I CONTRACT CLAUSES

### CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work under this task order may be subject to written technical instructions signed by the Task Order Manager. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the statement of work.

(2) Guidelines to the Contractor that 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 task order. Technical instructions may not be used to :

(1) assign additional work under the task order;

(2) direct a change as defined in the "Changes" clause of the base contract;

(3) increase or decrease the contract price or estimated amount (including fee), as applicable,

the level of effort, or the time required for task order performance; or

(4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task 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 Contracting Officer notifies the Contractor that the technical instruction is within the scope of this task order.

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

(End of Clause)

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## SECTION J LIST OF ATTACHMENTS

Table of Acceptable Quality Levels  
Form DD254