

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 12	3. EFFECTIVE DATE 20-Nov-2009	4. REQUISITION/PURCHASE REQ. NO. NA		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CARDEROCK DIVISION, PHILADELPHIA NAVSSSES Philadelphia PA 19112-1403 john.striano@navy.mil 215-897-8827	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-EHP1
CAGE CODE ONGZ4	FACILITY CODE 101699874	10B. DATED (SEE ITEM 13) 10-Dec-2007

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.

<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) MUTUAL AGREEMENT OF THE PARTIES IAW WITH BCI EMAIL DATED 11/17/2009

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)	
		John P Stefano, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/John P Stefano	20-Nov-2009
		(Signature of Contracting Officer)	

CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to update the Period of Performance (POP) for CLIN 3000 found in Section F, Deliveries or Performance. The POP for CLIN 3000 is hereby corrected to read 11/30/2007 - 10/31/2010. The total amount of the task order will remain the same. All other terms and conditions will remain the same.

The total amount of funds obligated to the task is hereby increased by \$0.00 from \$3,994,013.00 to \$3,994,013.00.

The total value of the order is hereby increased by \$0.00 from \$6,117,936.77 to \$6,117,936.77.

CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 1 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

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

1000	Information Assurance Activities and Systems Support Services in accordance with the Statement of Work (TBD)		1.0 Lot			
100001	Incremental Funding for CLIN 1000 (TBD)					
100002	Incremental Funding for CLIN 1000 (TBD)					
100003	Incremental Funding for CLIN 1000 (TBD)					
100004	Incremental Funding for CLIN 1000 (TBD)					
100005	Incremental Funding for CLIN 1000 (TBD)					
100006	Funding deobligated due to administrative error (TBD)					
100007	Incremental Funding in the amount \$922,213.00 for CLIN 1000 (TBD)					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

3000	Other Direct Costs at a total estimated cost of \$199,168. Material Costs are estimated at \$132,779 and Travel Costs are estimated at		1.0 Lot	\$218,288.13

CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 2 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

\$66,389. (TBD)

300001 Incremental
Funding for CLIN
3000 (TBD)

300002 Funding
deobligated due
to administrative
error (TBD)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	OPTION I Information Assurance Activities and Systems Support Services in accordance with the Statement of Work (TBD) Option		1.0 Lot			

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Other Direct Costs at a total estimated cost of \$63,281. Material Costs are estimated at \$42,187 and Travel Costs are estimated at \$21,094. (TBD) Option		1.0 Lot	\$69,355.98

This Task Order is reserved for only small business concerns. Only those small business concerns as defined in clause H-5 of the contract may submit proposals. Any proposal received from concerns other than small business will not be considered. The NAICS code is 541330 which has the average annual sales of \$25,000,000.00 over the last three years.

The Offeror and each Subcontractor are required to provide a ZIP File with Supporting Cost information clearly Labeled "COST INFORMATION - COMPANY NAME" to facilitate easy identification and transmittal to DCAA personnel. OFFERORS AND EACH SUBCONTRACTOR ARE REQUIRED TO PROVIDE THE DCAA BRANCH OFFICE FOR THEIR COMPANY, WITH THE NAME, PHONE NUMBER, AND EMAIL ADDRESS OF A DCAA POINT OF CONTACT WHO IS FAMILIAR WITH THEIR COMPANY (See Section L).

It is anticipated that award will be made by 30 November 2007. It is expected that contractor performance will start immediately upon contract award.

The Service Contract Act is not applicable to this task order.

LEVEL OF EFFORT:

CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 3 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

The level of effort for the performance of this contract is based upon an anticipated total estimated level of effort of [REDACTED] man-hours of direct labor. The estimated composition of the [REDACTED] man-hours of direct labor can be found in Attachment A - Level of Effort Chart. On Site Labor refers to labor performed at NSWCCD in Philadelphia, PA/West Bethesda, MD and other locations as required. Off Site Labor refers to labor performed at the contractor facility.

Offerors are to propose on the labor categories and hour estimates provided as the Level of Effort. Offerors who propose other than what is specified will be considered nonresponsive.

CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 4 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

NSWCCD INFORMATION ASSURANCE SUPPORT SERVICES

1. INTRODUCTION

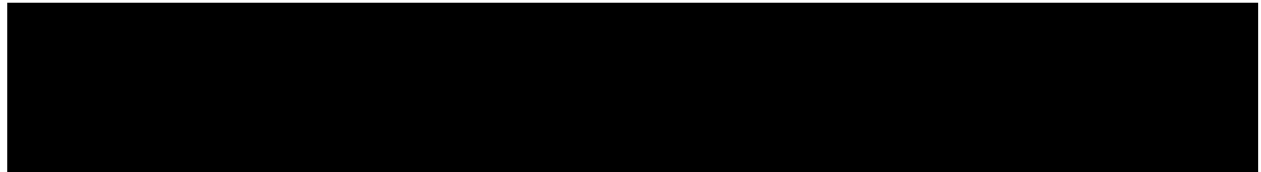
The purpose of this Task Order is to provide support for information assurance activities and systems at the Naval Surface Warfare Center, Carderock Division, Philadelphia, PA, West Bethesda, MD and remote detachment sites.

This statement of work addresses the engineering and design services, testing, monitoring, troubleshooting, consultation, technical writing, governance, and policy oversight required to conduct and implement the Division Information Assurance Program. The detail provided below is presented to give the contractor an overview of the requirements associated with providing required support.

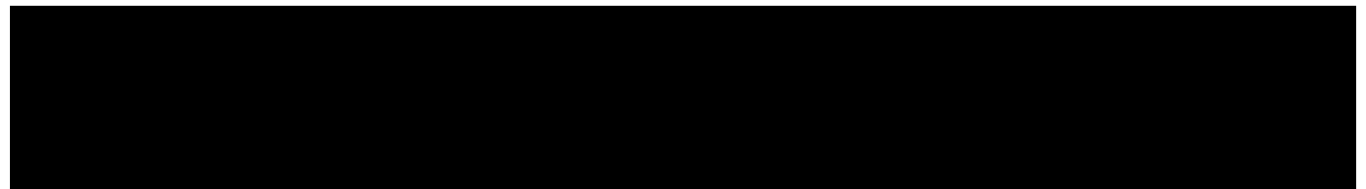
2. SPECIFIC TASK AREA REQUIREMENTS

The contractor shall furnish personnel, material, equipment, services and facilities required to perform defined tasks. The following are descriptions of general task areas of performance under this contract.

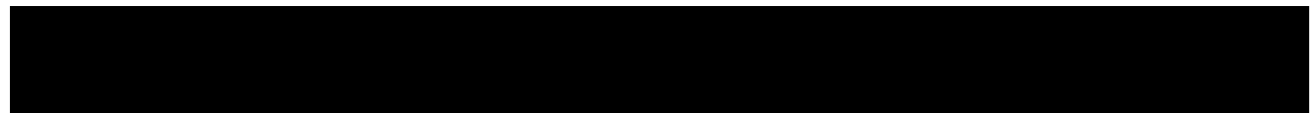
Task Area 1: Engineering Services



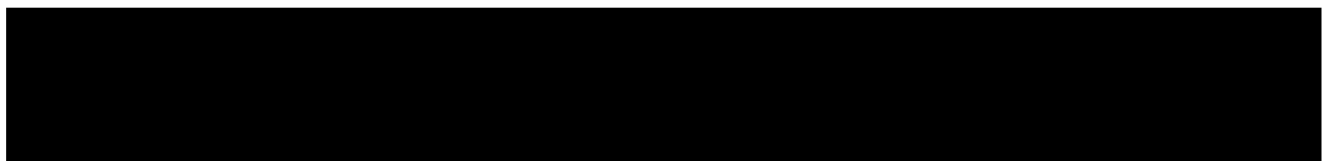
Task Area 2: Firewall Systems Operation and Support



Task Area 3: System Administration



Task Area 4: DITSCAP (SSAA) Support

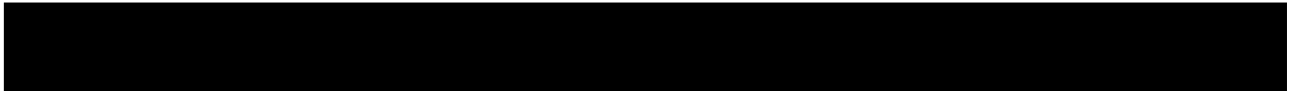


- Developing and maintaining a schedule and prioritized list for the C&A requirement

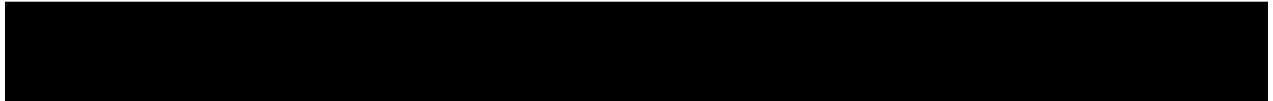
CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 5 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------



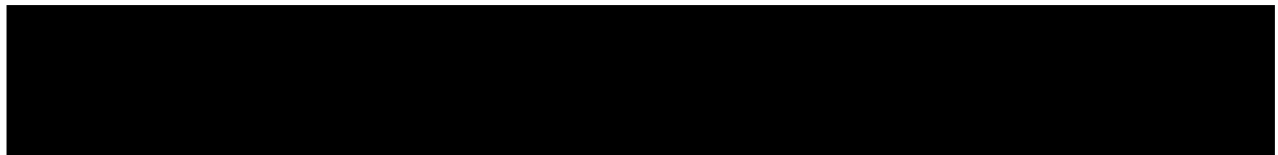
Task Area 5: Technical Writing



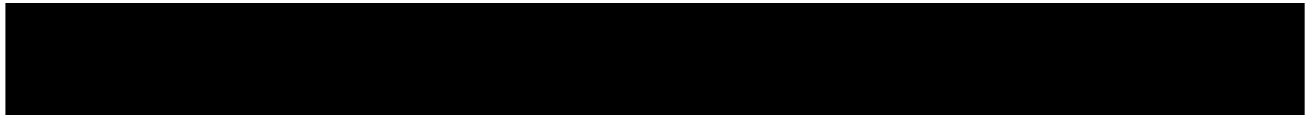
Task Area 6: Governance and Policy Support



Task Area 7: Engineering and Software Requirements Support



Task Area 8: Program Support



3. REQUIREMENTS

The contractor shall supply all necessary qualified personnel, technical services, materials, and necessary travel in support of the requirements.

The contractor shall perform work in support of this contract at NSWCCD Philadelphia, PA and West Bethesda, MD, with travel as required between the two major sites and to remote detachment sites.

The contractor shall provide sufficient management and technical support staff to develop required plans and implement and execute project/task activities. The contractor must obtain Common Access Cards (CACs) for all employees.

CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 6 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

The contractor shall generally be provided government furnished equipment and computers to perform required tasks.

4. LABOR CATEGORIES

The contractor shall employ as direct labor in the performance of these contracts 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.

A resume shall be provided for each full time employee in a key labor category. If there are multiple full time employee's for a key category, a resume must be submitted for each employee.

Project Manager: Key

Target 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. Ten years of Information Technology (IT) project management, within the last 10 years, 5 years of which must have been in scientific and engineering project management. 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
- communicating with all levels of management orally and in writing

Network Engineer:

Target Qualifications: Bachelor's degree in computer engineering or computer science. Work experience may not be substituted for education. Three years experience working with firewall components and systems. Extensive knowledge of TCP/IP and internet design and operation. Cisco certifications preferred. Knowledge of and experience with designing and installing network firewalls. Strong organizational, communications, and presentation skills.

Senior Communications Engineer: Key

Target Qualifications: Bachelors 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. Five years of basic electronics or technical communications training. Three years experience in information assurance, with 2 years experience in network firewall component management. Cisco CCNA certification or above preferred. Experience with ethernet networking. Extensive knowledge of and experience with hardware and software products and operating systems. Strong organizational, communications, and managerial skills.

Communication Engineer:

Target Qualifications: Associates 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

CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 7 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

equals 1 year of education. Five years combined experience in network infrastructure management and support. Proficient in TCP/IP. Cisco CCNA certification or above preferred.

System Analyst/Administrator: Key

Target Qualifications: Associates degree in computer science or equivalent technical degree. Five years experience with installation, configuration, integration, troubleshooting and problem resolution for servers associated with network operations and administration, firewall, and RDT&E applications. Knowledge of and experience with Microsoft and unix/linux based systems. Good oral and written communication skills.

Software Engineer:

Target Qualifications: Bachelor's degree in computer science or Management Information Systems preferred. Equivalent work experience may be substituted at a rate of 2 years experience equals one year of education. Five years programming experience. Experience with large DBMS such as Oracle preferred. Demonstrated ability to meet customer's needs and work to milestones. Good oral and written communication skills.

Technical Writer:

Target 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. Four years relevant experience. Demonstrated ability to document technical programs, plans, designs, operations and procedures.

Data Analyst: Key

Target Qualifications: Associates degree preferred. Demonstrated ability in analyzing large data sets and producing reports. Experience in hardware/software procurement and inventory control. Expertise in MS Excel, Access, and Project with a working knowledge of Visual Basic for Access. Knowledge of Oracle database structures. Good written and oral communication skills.

Program Analyst:

Target Qualifications: Associates degree. Demonstrated ability to collect, organize, summarize and report on various data sets. Experience in MS Office products and scanning software/hardware required.

Senior System/Software Engineer:

Target Qualifications: Bachelor 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 experience in Information Technology system and software development/implementation management, within the 1st 10 years, 5 years of which must have been in software specifications, development, implementation and deployment. This experience will include the following:

- requirement and workflow definitions
- project planning and resource allocation
- software architecture and implementation design
- software development and implementation of web pages using JAVA
- Oracle database scripting and design
- communicating and presentations of design to all levels

5. SECURITY AND SAFETY REQUIREMENTS

CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 8 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Due to the possible sensitive work and areas in which work may be performed, all contractor personnel shall be required to have a SECRET security clearance or an interim clearance prior to start date.

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

6. DELIVERABLES

The contractor shall provide a monthly progress and financial status report.

7. TRAVEL

Most work shall be accomplished on-site at NSWCCD in Philadelphia, PA, West Bethesda, MD or at the contractor's site. Travel may be required periodically between West Bethesda, Philadelphia, and the remote sites.

8. SNOW AND HOLIDAYS

Contractor personnel shall observe only Government holidays. During snow or other emergencies, contractor personnel shall adhere to the policy of the site of performance. Personnel may be directed to report to an alternate work site.

CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 9 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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: Marlene Smith, Code 3402

CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 10 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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

CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 11 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the base and option periods are estimated as follows:

Base Period:

CLIN:	POP:
100001	11/30/2007-10/31/2010
100002	11/30/2007-10/31/2010
100003	11/30/2007-10/31/2010
100004	11/30/2007-10/31/2010
100005	11/30/2007-10/31/2010
100006	11/30/2007-10/31/2010
300001	11/30/2007-10/31/2010

Option Period (CLINS 4000 and 6000): 05 April 2009 - 31 October 2010

The reason for the 28 month base period is that the base SEAPORT e contracts are set to expire 4 April 2009. The remaining period of performance may only be exercised if the options are exercised under the SEAPORT e contracts.

CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 12 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Marlene Smith, 3402
5001 South Broad St.
Philadelphia, PA 19112-1403
marlene.smith1@navy.mil
215-897-8408

SEA 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 [REDACTED] 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.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 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 non-work 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 [REDACTED] hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this 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:

Fee Reduction = Fee((Required LOE minus Expended LOE)divided by Required LOE))

CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 13 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 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 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.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

(End of Clause)

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 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:

SEE SECTION G

(To be provided at the task order level)

(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) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 14 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 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	**
Inspector DODAAC (if applicable)	N65540
Acceptor DODAAC	N65540
LPO DODAAC (if applicable)	***
Pay DODAAC:	HQ0337
DCAA Auditor DODAAC (if applicable)	HAA720

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:
marlene.smith1@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 at (301) 227-1172.

(End of Clause)

CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 15 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Accounting Data

SLINID	PR Number	Amount
100001	73247070	[REDACTED]
LLA :		
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 995340200131		
Incremental Funding for CLIN 1000		

300001	73247070	50000.00
LLA :		
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 995340200131		
Incremental Funding for CLIN 3000		

BASE Funding 1313600.00
Cumulative Funding 1313600.00

MOD 02

100002	82567051	[REDACTED]
LLA :		
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 995340200131		
Incremental Funding for CLIN 1000		

100003	82567056	500000.00
LLA :		
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 995340200131		
Incremental Funding for CLIN 1000		

MOD 02 Funding 570000.00
Cumulative Funding 1883600.00

MOD 03

100004	83475149	[REDACTED]
LLA :		
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 995340200131		
Funding for CLIN 1000		

MOD 03 Funding 888200.00
Cumulative Funding 2771800.00

MOD 06

100005	91679068	[REDACTED]
LLA :		
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 995340200131		
Incremental Funding for CLIN 1000 In Accordance With Technical Instruction Number 09/01		

MOD 06 Funding 300000.00
Cumulative Funding 3071800.00

MOD 08

100006	92125695	[REDACTED]
LLA :		
AB 97X4930 NH1C 000 77777 0 000167 2F 000000 091912810608		
Incremental Funding In Accordance With Technical Instruction Number 4091/020		

300002	92125702	[REDACTED]
LLA :		
AB 97X4930 NH1C 000 77777 0 000167 2F 000000 091912810608		
Incremental Funding In Accordance With Technical Instruction Number 4091/020		

MOD 08 Funding 75729.00
Cumulative Funding 3147529.00

MOD 09

100006	92125695	[REDACTED]
LLA :		
AB 97X4930 NH1C 000 77777 0 000167 2F 000000 091912810608		

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4019	EHP1	12	16 of 24	

Incremental Funding In Accordance With Technical Instruction Number 4091/020

300002 92125702 [REDACTED]

LLA :

AB 97X4930 NH1C 000 77777 0 000167 2F 000000 091912810608

Incremental Funding In Accordance With Technical Instruction Number 4091/020

MOD 09 Funding -75729.00

Cumulative Funding 3071800.00

MOD 10 Funding 0.00

Cumulative Funding 3071800.00

MOD 11

100007 92821761 [REDACTED]

LLA :

AA 97X4930 NH1C 000 77777 0 000167 2F 000000 995340200131

MOD 11 Funding 922213.00

Cumulative Funding 3994013.00

MOD 12 Funding 0.00

Cumulative Funding 3994013.00

CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 17 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

CAR-H09 Performance-Based Acquisition Evaluation Procedures for a SeaPort e Task Order (MAR 2006) (NSWCCD)

(a) Introduction: The contractor's performance on this task order will be evaluated by the Government, in accordance with this task order clause. The first evaluation will cover the period ending twelve months after the date of task order award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under the task order. Based on the evaluation results, the PCO will assign an overall performance rating in accordance with paragraph (b) of this clause. The purpose of the evaluation is to determine remedies that may be invoked due to "Unsatisfactory" performance. If the PCO assigns an "Unsatisfactory" performance rating for the period evaluated, the PCO may take unilateral action, in accordance with clause 52.246-5 entitled "Inspection of Services-Cost Reimbursement", dated Apr 1984, in Section E of the base contract, to provide for a fee reduction covering the performance period evaluated. This clause provides the basis for evaluation of the contractor's performance and for determining if the fee amount should be reduced due to "Unsatisfactory" performance.

(b) Performance Ratings: The Government will evaluate the contractor's performance of the Statement of Work under the task order for each twelve month period of performance, using the measurable performance standards set forth in the Performance Requirements Summary Table in the SOW, or elsewhere in the task order, and the PCO will assign one of the following ratings:

- (1) Excellent
- (2) Very Good
- (3) Satisfactory
- (4) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

Table 1: Overall Performance Ratings

For The Evaluation Period

Overall Performance Rating	Standard
Excellent	"Excellent" ratings for all performance evaluation criteria.
Very Good	A combination of "Excellent" and "Satisfactory" ratings determined by the PCO to exceed "Satisfactory" overall.
Satisfactory	A minimum of "Satisfactory" ratings for all performance evaluation criteria.
Unsatisfactory	A rating of "Unsatisfactory" for one or more performance evaluation criteria.

(c) Evaluation Objective: The purpose of the evaluation and the inclusion of a remedy to the Government for unsatisfactory contractor performance under this task order is to ensure that the Government receives at least "Satisfactory" overall performance.

CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 18 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(d) Performance Evaluation Criteria: The contractor's performance will be evaluated on an annual basis using the criteria and standards provided for each task objective in the Performance Requirements Summary Table, and considering the criterion in Tables 2 through 4 of this task order clause.

(e) Organization: The performance evaluation organization consists of the Procuring Contracting Officer (PCO), who will serve as the Evaluation Official, and the Task Order Manager (ToM).

(1) ToM: The ToM will provide ongoing performance monitoring, evaluate task performance based on the task order Performance Requirements Summary, prepare the evaluation report, including a recommended overall performance rating, and submit the report to the PCO for final decision within thirty days after the end of the evaluation period. The ToM will maintain the written records of the contractor's performance so that a fair and accurate evaluation is made.

(2) Procuring Contracting Officer (PCO): The PCO is responsible for properly administering the performance evaluation process, maintaining the official performance evaluation file, and making the decision about the overall performance rating and whether to reduce the fee if performance is rated as unsatisfactory.

(f) Evaluation Schedule: Each performance evaluation will cover the previous twelve months of performance. The Government will evaluate all work under the task order performed by the contractor during the twelve-month period. Following each evaluation period, the PCO (or Contract Specialist if so designated by the PCO) and the ToM will hold a meeting with the contractor's Senior Technical Representative to review performance under the task order during the previous twelve months, including overall trends, specific problem areas, if any, and their resolution. Other Government and contractor personnel may also participate as deemed appropriate.

(g) Contractor's Self-Evaluation: 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.

(h) Performance Evaluation: The PCO will make the decision on the overall performance rating for the work performed under the task order within thirty days after receipt of the evaluation report from the ToM. The decision will be based upon the ToM's recommendations, the contractor's comments, including any Self-Evaluation Report, and any other information deemed relevant by the PCO. The PCO shall resolve disagreements between the ToM's recommendations and the contractor's comments/report regarding the evaluation. The PCO will provide a copy of the evaluation report, including the overall rating, to the contractor within five working days after completion of the evaluation.

(i) Contractor's Review of the Evaluation Report: Contractors shall be given a minimum of 15 calendar days to submit comments, rebut statements, or provide additional information. The PCO shall consider the contractor's submission and respond as appropriate. Although the PCO will consider the contractor's comments, rebuttals, or additional information, the PCO may, or may not, change the overall rating. The decision to change the rating based on contractor input at this stage is solely at the discretion of the PCO.

(j) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by the base contract, such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE).

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

Criterion	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task

CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 19 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

	Order).	Order).	Order).
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per individual task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive government effort to resolve.	Problems are resolved quickly with minimal government involvement.	Problems are non-existent or the contractor takes corrective action without government involvement.
Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with government in an effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that communications are almost always clear, effective, and timely.

TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
-----------	----------------	--------------	-----------

CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 20 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

CostManagement	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
CostReporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

See Attachment B CAR-H10 PERFORMANCE REQUIREMENTS SUMMARY TABLE

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

theodore.ptashkin@navy.mil

Option to Extend the Term of the Task Order

(a) The Government may extend the term of this task order under option CLINs/SUBCLINs by written notice to the Contractor on or before the end date of the base period; provided, that the Government gives the Contractor a preliminary written notice of its intent to exercise the option(s) at least thirty days before the task order expires. The preliminary notice does not commit the Government to an extension.

CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 21 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(b) The total duration of this task order, including the exercise of any options under this clause, shall not exceed three years.

CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 22 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00* or the overtime premium is paid for work –

* unless otherwise identified at the individual Task Order level.

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* unless otherwise identified at the individual task order level.

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;

CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 23 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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)

CONTRACT NO. N00178-04-D-4019	DELIVERY ORDER NO. EHP1	AMENDMENT/MODIFICATION NO. 12	PAGE 24 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

DD 254

Attachment A - Level of Effort Chart

CAR-H10 PERFORMANCE REQUIREMENTS SUMMARY TABLE (MAR 2006)(NSWCCD)