

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 20	3. EFFECTIVE DATE 31-Aug-2010	4. REQUISITION/PURCHASE REQ. NO. N66604-0224-5224	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N66604	7. ADMINISTERED BY (If other than Item 6) CODE	S0514A

NUWC, NEWPORT DIVISION
 Simonpietri Drive, Building 11
 Newport RI 02841-1706
 alyson.medeiros@navy.mil 401-832-1588

DCMA SAN DIEGO
 7675 DAGGET STREET, SUITE 200
 SAN DIEGO CA 92111-2241

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Epsilon Systems Solutions, Inc. 9242 Lightwave Ave., Suite 100 San Diego CA 92123-6404		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4048-N403
		10B. DATED (SEE ITEM 13) 04-Nov-2005
CAGE CODE 1HQ30	FACILITY CODE 035529804	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*)	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: Clause B42S (JUN 2005); FAR 52.232-22 'Limitation of Funds'
<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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
 FAR (48 CFR) 53.243

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GENERAL INFORMATION

Distribution: KR, 0221, DFAS-HQ0339, 4114/V. Hilton, 119CLO/J. Feirouz.

FSC: R421

NUWCDIVNPT Control #: 104722

NUWCDIVNPT Requisition #(s): N66604-0224-5224 and N66604-0242-8143

NUWCDIVNPT POC: Alyson Medeiros (See cover page for e-mail address and telephone number.)

The purpose of this modification is to:

1. Exercise Option 5 - CLINs 4201 and 6201 - **EFFECTIVE SEPTEMBER 1, 2010** (POP 9/1/10-9/30/10).
2. Update Clause B30S.
3. Revise Clause B42S.
4. Update Clause C16S.
5. Add mandatory Clause C26S Information Assurance - Unclassified DOD Information on Non-DOD Information Systems (JUL 2010).
6. Update Clause F1S.
7. Revise the Period of Performance for CLINs 4201 and 6201.
8. Update Clause G10S.
9. Update Clause G11S.
10. Update Clause G17S.
11. Update Clause H83S.
11. Provide additional funding.

SECTION B -

1. Establish new SLINs 420101 and 620101.
2. Update Clause B30S to the current version (MAR 2010).
3. Revise the Option Exercise Date for CLINs 4201/6201, as shown in Clause B42S, to read 9/15/10.

SECTION C -

1. Update Clause C16S to the current version (MAR 2010).
2. Add mandatory Clause C26S Information Assurance - Unclassified DOD Information on Non-DOD Information Systems (JUL 2010).

SECTION F -

1. Update Clause F1S to the current version.

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2. Revise the Period of Performance for CLINs 4201 and 6210, as shown in Clause F1S, from 6/1/10-9/30/10 to read **9/1/10-9/30/10**.

SECTION G -

1. LLAs B8/420101 and B8/620101 are added by this modification.
2. Update Clause G10S to the current version (MAY 2009).
3. Update Clause G11S to the current version (JUN 2010).
4. Update Clause G17S to the current version (JUN 2010).

SECTION H -

1. The total funding for this option is increased from \$0.00 by \$41,000.00 to \$41,000.00. The total funding for the task order is increased from \$512,524.00 by \$41,000.00 to \$553,524.00.
2. Clause H83S is updated to the current version (AUG 2008).
3. Clause H83S is updated to reflect the latest revision to the applicable Wage Determination.

As a result of this option exercise, the total task order amount is increased from \$586,839.00 by \$148,384.00 to \$735,223.00.

All other task order terms and conditions remain unchanged.

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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

1200	Base Period - Technical services in support of TOMAHAWK simulated missiles and support equipment (OPN)	1.0	Lot	██████████	██████████	\$58,000.00
120001	Incremental Funding (OPN)					
120002	Funding ACRN A2 (OPN)					
120003	Funding ACRN A3 (OPN)					
1201	Option 1 - Technical services in support of TOMAHAWK simulated missiles and support equipment. (OPN)	1970.0	LH	██████████	██████████	\$69,000.00
120101	Funding A4 (OPN)					
120102	Funding A5 (OPN)					
120103	Funding A6 (OPN)					
120104	Funding A7 (OPN)					
1202	Option 2 - Technical services in support of TOMAHAWK simulated missiles and support equipment. (OPN)	2128.0	LH	██████████	██████████	\$75,000.00
120201	Funding A8 (OPN)					
120202	A9 \$36,000.00 (OPN)					
1203	Option 3 - Technical services in	0.0	LH	\$0.00	\$0.00	\$0.00

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support of
TOMAHAWK
simulated
missiles and
support
equipment. (OPN)
Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Prime and Subcontractor Material and Travel (with burden, no fee)			\$0.00
3201	Option 1 (OPN)		1.0 Lot	\$20,834.00
320101	Funding A4 (OPN)			
320102	Funding A7 (OPN)			
3202	Option 2 (OPN)		1.0 Lot	\$1,000.00
320201	Funding A8 (OPN)			
3203	Option 3 (OPN) Option		1.0 Lot	\$0.00

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4200	Option 4 - Technical services in support of TOMAHAWK simulated missiles and support equipment. (OPN)	7305.0	LH			\$257,862.00
420001	B1			\$108,000.00		
	(OPN)					
420002	B2			\$5,000.00		
	(OPN)					
420003	B3			\$1,000.00		
	(OPN)					
420004	B4			\$9,000.00		
	(OPN)					
420005	B4			\$25,000.00		
	(OPN)					

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420006 B5 \$10,000.00
(OPN)

420007 B6 \$10,000.00
(OPN)

420008 B7 \$40,000.00
(OPN)

4201	Option 5 - Technical services in support of TOMAHAWK simulated missiles and support equipment. (OPN)	3876.0 LH			\$137,550.00
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420101 B8 \$40,000.00
(OPN)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

6000	Prime and Subcontractor Material and Travel (with burden, no fee)			\$0.00
6200	Option 4 (OPN)	1.0	Lot	\$105,143.00
620001	B1 \$5,000.00 (OPN)			
620002	B2 \$28,000.00 (OPN)			
620003	B3 \$44,000.00 (OPN)			
620004	B4 \$3,500.00 (OPN)			
620005	B6 \$1,000.00 (OPN)			
6201	Option 5 (OPN)	1.0	Lot	\$10,834.00
620101	B8 \$1,000.00 (OPN)			

B30S LEVEL OF EFFORT - TERM (MAR 2010)

(a) The level of effort of each Contract Line Item Number (CLIN) of this task order is as follows:

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Base Period - 1,574 hours

Option 1 - 1,970 hours

Option 2 - 2,128 hours

Option 3 - 0 hours (Eliminated in Mod 13, hours moved to Option 4)

Option 4 - 7,305 hours

Option 5 - 3,876 hours

It is estimated that 100% of the hours will be performed at Government Site.

The term of each CLIN is defined in section F of the task order.

(b) In the event that the incurred level of effort exceeds by 5% or less of the task order requirement, but does not exceed the estimated cost of the task order, the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (d) below. This understanding does not supersede or change subsection (d) below, whereby the Contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

(c) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether or not the task order is fully funded, applies independently and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or "Limitation of Funds" clause.

(d) The Contractor shall notify the Task Order Ordering Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort the Contractor expects to incur under the task order in the next 60 days, when added to the level of effort previously expended in the performance of the task order, will exceed 75% of the level of effort established for the task order; or

(2) The level of effort required to perform the task order will be greater than the level of effort established for the task order.

As part of the notification, the Contractor shall provide the Task Order Ordering Officer a revised estimate of the level of effort required to perform the task order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only; i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the task order, shall be entirely within the discretion of the Contracting Officer. In no event, however, shall the fixed fee be increased unless the revised level of effort exceeds the previously established level of effort by more than 10%.

(e) In the event that less than 100% of the established level of effort, or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased, is actually expended by the completion date of the task order, the Government shall have the option of;

(1) Requiring the Contractor to continue performance, subject to the provisions of the limitation of cost clause, or, as applicable, the limitation of funds clause, until the effort expended equals 100% of the original level of effort or of the fee bearing portion of the last upward revision; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the original level of effort or the fee bearing portion of the last upward revision.

(f) Within thirty days after completion of the base period and each exercised option, the Contractor shall submit the following information in writing directly to the Task Order Ordering Officer, the COR and the Defense Contract Audit Agency office to which vouchers are submitted.

(1) The total number of man-hours of direct labor expended;

(2) A breakdown of this total showing the number of man-hours expended in each direct labor classification utilized for performance, including the identification of the key employees utilized;

(3) The Contractor's estimate of the total allowable cost incurred under the task order.

(4) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

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B42S OPTIONS (JUN 2005)

The additional items of supplies or services available under the Options clause of this task order, the applicable Line Item, and the exercise dates are specified below:

OPTION NO.	FUNDS	LINE ITEM NO.	EXERCISE DATE
1	OPN	1201	ON OR BEFORE 12/30/06
2	OPN	1202	ON OR BEFORE 12/30/07
3	OPN	1203	Eliminated in Mod 13
4	OPN	4200	ON OR BEFORE 6/30/09
5	OPN	4201	ON OR BEFORE 09/15/10

B43S OPTIONS AND BASIC AWARD TERM (JAN 05)

This task order contains options that, if exercised, would go beyond the current contract period of performance. The Government and the Contractor agree that no option will be exercised that exceeds the contract period of performance.

B51S PAYMENT OF FIXED FEE - TERM(APR 2005)

(a) The fixed fee, as specified in Section B of this task order, subject to any adjustment required by other provisions of this task order, will be paid in installments to be paid at the time of each provisional payment on account of the allowable cost. The current installment is the amount of fixed fee earned to date and not previously billed.

(b) Determine the total amount of fee earned to date as follows. Divide the current total estimated cost (minus other direct costs) of the order by the current fixed fee. Multiply the result by the incurred costs (minus other direct costs) to date.

(c) Term Orders: Fee shall be paid only for hours performed, not to exceed the fixed fee amount stated in the order.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1.0 INTRODUCTION

The Naval Undersea Warfare Center Division Newport (NUWCDIVNPT) has and is continuing the design, development and maintenance of simulated missiles and missile support equipment for fleet testing, training and use. The simulated missiles and equipment are non-expendable high cost training and engineering tools. As part of the assigned Fleet support commitment, NUWCDIVNPT has cognizance of all Intermediate Maintenance Activity (IMA) and Top Level efforts for TOMAHAWK training/test vehicles, TOMAHAWK Missile Electronic Simulation equipment and related support equipment currently in use by the US Navy. NUWCDIVNPT efforts include the maintenance, repair, modification, upgrade, prototyping, and periodic certification of simulated/tactical Cruise Missile equipment, TOMAHAWK Missile Electronic Simulation equipment issued or returned from fleet user's and prime contractors, as well as providing state-of-the-art training, specialized test vehicles/simulators/equipment and respective maintenance/operating procedures.

2.0 SCOPE

The contractor shall provide technical services for inspecting, reconfiguring, refurbishing, and prototyping of all hardware and development/refinement of related procedures and documentation, acceptance testing of new hardware from manufacturers, training of personnel on all TOMAHAWK simulated missiles, All Up Rounds (AURs), All Up Rounds Volumetric Shapes (AURVSs) and support equipment, configuring for Fleet use, and preparing for shipment, TOMAHAWK simulated missiles and support equipment for US Navy as required.

The contractor shall also provide technical services to build/refurbish/repair electronic missile simulators such as the All-Up-Round Electronic Simulator MK 101 (AURES MK 101)(MODS 0 through 4), AURES MK 112, COATS, plus other special missile electronic simulation devices for US Navy.

3.0 APPLICABLE DOCUMENTS

The effective issue or revision listed in the Department of Defense Index of Specifications and Standards (DODIS) supplement thereto form a part of this Statement of Work to the extent specified herein.

3.1 Government Specifications and Standards

- a. MIL-STD-100G Department of Defense Standard Practice for Engineering Drawings
- b. MIL-STD-847B
- c. MIL-DTL-31000A Detail Specification Technical Data Packages

3.2 Government Furnished Information (GFI)

The following GFI will be provided on the award date of this Delivery Order:

- a. SW850-EA-MMM-010/TOTEM (QATIP 437) TOMAHAWK Test Vehicles. Description, Operation, Maintenance and Repair Parts Breakdown (RPB) with Quality Assurance Test and Inspection Procedures (QATIP) (TOMAHAWK Test Missile (TOTEM) UTM-109-01).
- b. SW850-EA-MMM-020/CTS (QATIP 438), TOMAHAWK Test Vehicles. Description, Operation, Maintenance and Repair Parts Breakdown (RPB) with Quality Assurance Test and Inspection Procedures (QATIP) (TOMAHAWK

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Crew Training Shape (CTS) UTM-109-1A.)

c. SW850-EA-MMM-040/SUPPORT EQUIPMENT (QATIP 440) TOMAHAWK Test Vehicles. Description, Operation, Maintenance and Repair Parts Breakdown (RPB) and Quality Assurance Test and Inspection Procedures (QATIP) (Support Equipment).

d. SW850-EA-MMM-030/RECAP (QATIP 439), TOMAHAWK Test Vehicles. Description, Operation Maintenance and Repair Parts Breakdown (RPB) and Quality Assurance Test and Inspection Procedures (QATIP) TOMAHAWK Recoverable Capsule (RECAP).

e. SW850-EB-MMM-010/TOMFISH (QATIP 447), Encapsulated TOMAHAWK Inert Fitment Shape (TOMFISH). Description, Certification, Verification, Operation, Maintenance and Repair Parts Breakdown (RPB) with Quality Assurance Test and Inspection Procedures (QATIP) (Submarine and Tender/Shorebase).

f. SW820-AF-OMP-020-VLS/SSN SUPP EQUIP (QATIP 457), TOMAHAWK BGM-109 Support and Test Equipment. Description, Maintenance and Repair Parts Breakdown (RPB) and Quality Assurance Test and Inspection Procedures (QATIP) (Vertical Launch System/Submarine Launch (VLS/SSN) Support Equipment).

g. SW820-AF-OMP-030/VLS/SSN W/H EQUIP (QATIP 458), TOMAHAWK BGM-109 Support and Test Equipment. Description, Maintenance and Repair Parts Breakdown (RPB) and Quality Assurance Test and Inspection Procedures (QATIP) (Vertical Launch System/Submarine Launch (VLS/SSN) Warheading Equipment).

h. SW850-FA-MMM-020/WIT MK 36 (QATIP 464), TOMAHAWK Warhead Installation Trainer MK 36. Description, Operation and Maintenance with Repair Parts List (RPL) and Quality Assurance Test and Inspection Procedures (QATIP) (SHOREBASE).

i. All-Up-Round Electronic Simulator Mk 101 (AURES MK101) Technical Manual.

4.0 REQUIREMENTS

The contractor shall utilize the Government Furnished Information of Section 3.2 to provide services for support of the TOMAHAWK training missiles, simulated missiles, All Up Round Simulators (AURs), All Up Round Volumetric Shapes (AURVs), electronic simulators and support equipment programs.

4.1 Task 1: TOMAHAWK Top Level Repair and Intermediate Level Servicing

The contractor shall conduct refurbishment of TOMAHAWK shapes, AURs, AURVs, simulators and their respective support equipment and perform Top level repair of these assets as outlined in the applicable documents provided as GFI in section 3.2. The contractor shall conduct acceptance testing and certification, and perform Intermediate level servicing for TOMAHAWK shapes, AURs, AURVs, simulators and their respective support equipment such as listed below, but not limited to:

- Launchable Test Inert Vehicles (refurbishment for Fleet use or specific testing as required)
- TTL Warhead Installation Trainers (refurbishment for Fleet use or specific testing as required)
- Tactical Capsules of AURs (refurbishment for Fleet use or specific testing as required)
- AURV (refurbishment for Fleet use or specific testing as required)
- CLS Loading and Handling Trainers (refurbishment for Fleet use or specific testing as required)
- CCLS/CLS Tactical Capsules (refurbishment for Fleet use or specific testing as required)
- Encapsulated Pressure Vent Test Vehicle (PVTV) (refurbishment for Fleet use or specific testing as required)

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- Commercial Off The Shelf (COTS) TOTEM(refurbishment for Fleet use or specific testing as required)
- TOTEM Vehicles(refurbishment for Fleet use or specific testing as required)
- Inert Test Vehicles
- Launchable TOTEM(refurbishment for Fleet use or specific testing as required)
- No Launch TOTEM(refurbishment for Fleet use or specific testing as required)
- TOTEM Only Capsule of AURs(refurbishment for Fleet use or specific testing as required)
- TOMFISH(refurbishment for Fleet use or specific testing as required)
- CTS(refurbishment for Fleet use or specific testing as required)
- TOPS (specialized test equipment)
- TOTS (specialized test equipment)

4.1.1 Deliverables - The contractor shall deliver completed TOMAHAWK Trainers and Shapes Report in accordance with CDRL A001.

4.2 Task 2: TOMAHAWK Missile Electronic Simulation Devices

The contractor shall build/refurbish/repair TOMAHAWK missile electronic simulation devices in accordance with the specified documentation outlined in section 3.2, such as the following:

- AURES MK 101 (MODS 0 through 4)
- AURES Mk 112
- COATS
- Other special missile electronic simulation devices

4.2.1 Deliverables - The contractor shall deliver a TOMAHAWK Special Test Assets Report in accordance with Contract Data Requirements List (CDRL) A002.

4.3 Task 3: Laboratory Technical Support

The contractor shall provide technical and material support required for engineering studies, design change implementation and for rapid prototyping/production for all TOMAHAWK Shapes, AURs, AURVSs, Simulators, and Support Equipment as described in Task 1 & 2 of this Statement of Work.

4.3.1 Deliverables - The contractor shall deliver TOMAHAWK Shapes, AURs, AURVSs, Simulators and Equipment Study Reports in accordance with CDRL A003.

4.4 Task 4: Technical Documentation

The contractor shall provide technical support required to produce, modify and verify Technical Documents and Procedures for all TOMAHAWK Shapes, AURs, AURVSs, Simulators, and Support Equipment as described in Task 1 & 2 of this Statement of Work.

4.4.1 Deliverables - The contractor shall deliver Technical Document and Procedures Reports in accordance with

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CDRL A004.

4.5 Task 5: Hazardous Material Control

The contractor shall provide technical support required for implementation, modification and development of procedures associated with maintaining Government mandated HAZMAT Materials control, Safety Regulation compliance, material inventory/transaction/disposal reporting and workload planning associated with the operation of Cruise Missile Laboratories located in Buildings 123 and 1371.

4.5.1 Deliverables - The contractor shall deliver HAZMAT and Safety Procedure Reports in accordance with CDRL A005.

4.6 Task 6: Training and Certification

The contractor shall assist in training and certification of field activities associated with TOMAHAWK Shapes, AURs, AURVSs, Simulators, and Support Equipment as described in Task 1 & 2 of this Statement of Work.

4.6.1 Deliverables - The contractor shall deliver TOMAHAWK Simulated Missiles, Shapes, AURs, AURVSs, Simulators, and equipment training reports in accordance with CDRL A006.

5.0 PERFORMANCE

5.1 Place of Performance

The tasks in this Statement of Work shall be performed at the Naval Undersea Warfare Center Division, Newport RI, and at other facilities as required.

5.3 Travel

Periodic travel is required locations such as: New London, CT; San Diego, CA; Honolulu, HI; and Norfolk, VA.

6.0 QUALITY SURVEILLANCE & PERFORMANCE STANDARDS

The Government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables.

Contractor performance will be evaluated based upon how well the services support the overall objectives defined in this Statement of Work. Specifically performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the performance standards defined in the applicable documents and individual task paragraphs. Responsibeness will be evaluated based upon the government experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet agreed upon schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to agreed upon costs.

C16S COST AND PERFORMANCE REPORTING (MAR 2010)

(a) The Contractor agrees to provide the Contractor's Funds and Man-hour Expenditure Report in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System within sixty (60) days after the date of task order award. Failure to comply with this requirement may result in task order termination.

(b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel and other contract charges.

(1) Format. Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCRAFT). Paper submittal of the data is permitted for the first 60 days of performance. Address paper submittals to the Contracting Officer's Representative identified in the task order.

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(2) Scope and Content.

(i) The Contractor shall identify costs to the individual SLIN if applicable. If pricing is not established at the SLIN level, report to the CLIN.

(ii) The Contractor shall report individual cost elements comprising the total cost of performance for the current cost reporting period.

(3) Submission and Approval.

(i) Submit report at least once per month beginning 30 days after task order award. Approval will be indicated by e-mail notification from eCRAFT.

(ii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 119 .

(c) The Contractor's Performance Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas. References to costs are meant to be at a summary level. Preparation instructions follow.

(1) Format. Pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. Report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is encouraged.

(2) Content.

(i) Provide a front cover sheet that indicates the contractor's name and address, the contract number and task order number, the system or program nomenclature, the report date, the reporting period, the report title and a serial number for the report, the security classification, the name and address of the person who prepared the report, and the name of the issuing Government activity (Naval Undersea Warfare Center Division, Newport).

(ii) Report task order schedule status. Describe the progress made against milestones during the reporting period.

(iii) Report any significant changes to the contractor's organization or methods of operation, to the project management network, or to the milestone chart.

(iv) Report problem areas affecting technical, scheduling, or cost elements. Provide background and recommendations for solutions beyond the scope of the task order. Report results (positive or negative) obtained related to previously identified problem areas, with conclusions and recommendations.

(v) Report all trips and significant results.

(vi) Report all significant communications and any commitments made thereby. Include all non-contractual communications, such as emails, telephone conversations, etc.

(vii) Report Engineering Change Proposal (ECP) status. Identify all ECPs by status, i.e., proposed, approved and implemented.

(viii) Report plans for activities during the following reporting period.

(ix) Include appendices for any necessary tables, references, photographs, illustrations, charts, etc.

(3) Submission and Approval.

(i) Submission. Submit report monthly beginning 30 days after task order award.

(ii) Distribution. Provide one original copy to the Contracting Officer's Representative. Additional copies shall be provided to:

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(iii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code .

(iv) Approval. DD Form 250 is not required. Approval will be indicated via letter of transmittal.

(d) The contractor shall not provide other funds, man-hour, or status reporting without the prior written approval of the Task Order Ordering Officer.

C23S FACILITIES (SEP 2004)

(a) The Contractor shall provide liaison office(s) within commuting distance (by surface transportation) of the Naval Undersea Warfare Center Division, Newport. The liaison office(s) shall meet all security requirements and provide controlled access work areas as specified in the DD Form 254 (if attached).

(b) The requirement for maintaining these facilities shall not be construed to mean that the Government will be obliged to pay any direct costs in connection therewith and further, the contractor shall not be entitled to any direct payment (labor, transportation or otherwise) in connection with any personnel set in readiness at, or brought to such facility in preparation for, or in expectation of, work to be performed under the contract. Payment for labor hours and materials will be made only for such hours and materials actually expended in performance under the contract. This paragraph applies also to any additional facilities which may be necessary during contract performance.

C24S SECURITY REQUIREMENTS (OCT 2004)

The Contractor shall comply with the attached DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guides attached thereto or referenced thereon.

C25S ACCESS TO GOVERNMENT SITE (OCT 2009)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. Compliance with SECNAV M-5510.30, Section 9-20, FACILITY ACCESS DETERMINATION (FAD) PROGRAM is specifically required. Badges shall be issued only after completion of SF85P available at:
<http://www.opm.gov/forms/index.asp>

Contractor personnel requiring a Common Access Card, access to controlled unclassified information (CUI) and/or user level access to DoN or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without control to identify and deny sensitive information, are required to have a favorably adjudicated NACLC.

The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall wear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all

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applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and Health Information for Contractors" prior to commencing performance at any NUWCDIVNPT site. This document is available under "Contractor Info" at: <http://www.navsea.navy.mil/nuwc/newport/docs/Forms/AllItems.aspx>

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at:
http://www.navsea.navy.mil/nuwc/newport/docs/EMS_EnvPolicy1.pdf

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at:
http://www.navsea.navy.mil/nuwc/newport/docs/External%20ISO14001_2009%20Training.pdf

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

**C26S INFORMATION ASSURANCE – UNCLASSIFIED DOD INFORMATION ON NON-DOD
INFORMATION SYSTEMS (JUL 2010)**

a. The Contractor shall ensure that unclassified DoD information it receives or produces in support of DoD activities is protected according to the information safeguards described in Attachment 2 to Directive-Type Memorandum (DTM) 08.027 – Security of Unclassified DoD Information on Non-DoD Information Systems, which is available at the following web address:

<http://www.dtic.mil/whs/directives/corres/pdf/DTM-08-027.pdf>

b. Upon request by the Government, the Contractor shall provide documentation demonstrating the safeguards the contractor has implemented to ensure the security of unclassified DoD Information.

c. Contractor personnel that have not been briefed on Attachment 2 to Directive-Type memorandum (DTM) 08-027 – Security of Unclassified DoD Information on Non-DoD Information Systems shall be denied access contractor systems that contain unclassified DoD information.

d. *Subcontracts.* If the Contractor issues any subcontracts in which the subcontractor will have access to unclassified DoD information, the Contractor shall include this clause.

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SECTION D PACKAGING AND MARKING

D11S PRESERVATION, PACKAGING, PACKING AND MARKING (JUN 2004)

Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging". Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: (from SF26 Block 2 or Task Order Block 1)

ORDER NUMBER: (from Task Order Block 2)

REQUISITION NUMBER: (from Task Order General Information Section)

MARK FOR: Name PAUL MELANCON Code 4111 Telephone No. 401 832-3795

D21S DELIVERY, CONTROL, AND MARKING OF TECHNICAL DATA (SEP 2004)

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this task order. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Task Order Ordering Officer.
- (d) Release of all technical data is subject to NUWCDIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).
- (e) All copies of CDRL items under this task order, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport

Contract, Order, and ELIN Numbers

Report Title

Date of Report

Contractor Name (division which generated the report)

- (f) Some of the data deliverables under this task order may require additional markings. If this clause is cited in Block 16 of the DD Form 1423, provide the following markings prominently on the cover of the report:

Contractor's Business Address

Task Order Dollar Amount

Sponsor (name, activity, office code, and location). Orders, if applicable, will identify the sponsor.

D24S PROHIBITED PACKING MATERIALS (JUN 2004)

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The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

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SECTION E INSPECTION AND ACCEPTANCE

E14S INSPECTION AND ACCEPTANCE OF SERVICES (AUG 2005)

Inspection and acceptance shall be performed in accordance with the basic contract.

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SECTION F DELIVERABLES OR PERFORMANCE

F1S PERIOD OF PERFORMANCE (JUN 2010)

Services to be furnished hereunder shall be performed and completed as follows:

CLIN - DELIVERIES OR PERFORMANCE

ITEM	CLIN	PERFORMANCE PERIOD
Base Period	1200	From 11/4/05 – 9/30/06
Option 1	1201, 3201	From 10/1/06 – 9/30/07
Option 2	1202, 3202	From 10/1/07 – 6/29/09
Option 3	1203, 3203	Eliminated in Mod 13
Option 4	4200, 6200	From 6/30/09 – 5/31/10
Option 5	4201, 6201	From 9/1/10 – 9/30/10

* If option is exercised. NOTE: The option periods of performance are estimated and projected for planning purposes. However, if the option is not exercised prior to the beginning of the option's projected performance period as outlined in the schedule, upon receipt of funds, the contracting officer will modify the schedule. The option's performance timeframe shall be adjusted to correlate to the timeframe commensurate with the exercise of the option for a period not to exceed 12 months. The overall Period of Performance of this task order shall not exceed five (5) yrs from the effective date of the task order.

F18S DELIVERY AT DESTINATION (JUN 2004)

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer

Naval Undersea Warfare Center, Division Newport

Naval Station Newport, Bldg. 47

47 Chandler Street

Newport, RI 02841-1708

F22S DELIVERY OF DATA (JUN 2004)

The contractor shall deliver data items in accordance with the directions set forth on the DD Form 1423, Contract Data Requirements List (CDRL), which is an exhibit to this task order. Any change in the delivery of data must be made by a formal task order modification.

F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at the NUWC DIVNPT or other locations, as required by the statement of work.

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SECTION G CONTRACT ADMINISTRATION DATA

G1S SUBMISSION OF INVOICES -- COST REIMBURSEMENT (AUG 2005)

The Contractor shall submit invoices and any necessary supporting documentation, in accordance with the basic contract. Also, the Contractor shall provide duplicate information to the Electronic Cost Reporting and Financial Tracking (eCraft) system.

G2S INVOICE INSTRUCTIONS (NAVSEA – SEP 2009) (NOV 2009)

(a) In accordance with the clause of this contract entitled “ELECTRONIC SUBMISSION OF PAYMENT REQUESTS” (DFARS 252.232-7003), the Naval Undersea Warfare Center Division, Newport, Rhode Island (NUWC DIVNPT) utilizes 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 will 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/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information

(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 contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document :

Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)	
<i>Contractors MUST attach a completed SF-1035 in WAWF</i>	
Applies to all CLINs/SLINS:	
Issue DODAAC	N66604

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Admin DODAAC	S05014A
Pay Office DODAAC	HQ0339
DCAA Auditor	HAA05B
Service Approver DODAAC	N66604
LPO DODAAC	LEAVE BLANK

ATTN CONTRACTORS:

(1) CLIN/SLIN/ACRN information **MUST** be included on all WAWF submissions.

(2) Your AAA WAWF fill-in is in your line of accounting associated with the CLIN/SLIN/ACRN you are billing. It is six (6) positions in length. Examples of it's location follow. The numbers underlined are the AAA's.

A1: 97X4930.NH6A 000 77777 0 066604 2F 000000 111111111111
AA: 97X4930.NH6A 000 77777 0 066604 2F 000000 222222222222
A1: 1781811.H230 310 TTTT77 0 068342 2D 000000 333333333333
AA: 1781811.H230 310 TTTT77 0 068342 2D 000000 444444444444

(3) **Unique Item Identification and Valuation (UID): If DFARS Clause 252.211-7003 (or I11-7003) is included in this contract or order, you MUST ensure you submit the required information into WAWF. For additional information and training on UID, go to: <http://www.acq.osd.mil/dpap/pdi/uid/index.html> .**

(4) Shipping Charges:

a) If there IS NO LPO DODAAC for your payment type, and your shipping charges exceed \$100.00 for any item(s) in your contract/order, you MUST input the shipping charges into the Miscellaneous Amounts Tab in WAWF. Also, you MUST upload, as an attachment, documentation supporting the shipping charges.

b) If there IS AN LPO DODAAC, your shipping charges should be listed as a separate CLIN on your contract/order. You MUST upload, as an attachment, documentation supporting the shipping charges.

(5) 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.

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Send Additional Email Notification To:
vivian.hilton@navy.mil
michael.bova@navy.mil

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

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NUWC DIVNPT WAWF point of contact, Jerry Palmer at 401-832-4964 or gerard.palmer@navy.mil (alternate: Catharine Costakos at 401-832-1488, catharine.costakos@navy.mil). **For payment status, log into WAWF, scroll to the bottom of the page, and click on the link for “Pay Status (myinvoice – External Link)”.** Call or e-mail Barbara Sangeado at 401-832-4952 or barbara.sangeado@navy.mil only if you cannot get the answer through the WAWF Website.

GI0S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (MAY 2009)

(a) Functions: The Procuring Contracting Officer (PCO) for this contract is identified on the basic contract. Only the PCO can change the basic contract, and the PCO maintains primacy over the contract and all its task orders. The Task Order Ordering Officer of this Task Order is a warranted Ordering Officer of the Naval Undersea Warfare Center Division Newport. Unless otherwise noted, all references to “Ordering Officer” or “OO” in the text of this task order and the basic contract refer to the Task Order Ordering Officer. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Task Order Ordering Officer at any time.

(b) Authority: The Task Order Ordering Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Task Order Ordering Officer’s. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Task Order Ordering Officer. No order, statement, or conduct of any Government personnel who visit the Contractor’s facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

(c) The Task Order Ordering Officer is:

Name: Elizabeth Alexander

Telephone: Commercial: 401-832-4820; DSN: 432-4820

Fax: Commercial: 401-832-3230; DSN: 432-3230

Email: alexanderEA@npt.nuwc.navy.mil

(d) The Task Order Negotiator is:

NEGOTIATOR AND PRIME POINT OF CONTACT

Name: Joan Purcell

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Telephone: Commercial: 401-832-1751; DSN: 432-1751

Fax: Commercial: 401-832-4820; DSN: 432-4820

Email: purcelljm@npt.nuwc.navy.mil

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(JUN 2010)

(a) The cognizant Administrative Contracting Office for this task order is identified in Block 6 on page one of this task order.

(b) **TASK ORDER ORDERING OFFICER RETAINED FUNCTIONS.** The Task Order Ordering Officer retains the administrative functions described in FAR 42.302(a) and listed below. These functions will be accomplished as set forth in the attached JA4S Task Order Administration Plan.

(3) Conduct post-award orientation conferences.

(40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.

(44) Perform engineering analyses of contractor cost proposals.

(45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.

(46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.

(47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

(c) **TASK ORDER ACO DELEGATED FUNCTIONS.** The task order Administrative Contracting Officer (ACO) is delegated the following functions:

(1) All other functions of FAR 42.302(a) except (3), (40), (44), (45), (46), (47), (51), (59), (62), (63), (64), and (70).

(2) The function of FAR 42.302(b)(6).

(d) If the task order ACO identifies a contract administration problem, the remedy for which is not covered by the above, the task order ACO shall request the Task Order Ordering Officer to delegate additional functions as necessary. The Task Order Ordering Officer may delegate authority by letter.

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (SEP 2004)

Fill in the information required below and submit it with your proposal. The contractor's senior technical representative, point of contact for performance under this task order is:

Name: PETER NANN

Title: PROGRAM/PROJECT MANAGER II

Mailing Address: 1272 WEST MAIN ROAD, BUILDING II, MIDDLETOWN, RI 02842

E-mail Address: pnann@epsilonsystems.com

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Telephone: 401 619-1010 FAX: 401 619-2160

G17S COR APPOINTMENT (JUN 2010)

(a) The Task Order Ordering Officer hereby appoints the following individual as the Contracting Officer's Representative (COR) for this task order:

Name: Michael Bova

Code: 4114

Mailing Address: Naval Undersea Warfare Center Division, Newport,

1176 Howell Street, Building: 123, Newport, RI 02841

Telephone: Commercial (401) 832-3445 DSN 432-3445

(b) The COR is responsible for those specific functions assigned in the Task Order Administration Plan, attached.

(c) Alternate COR. In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the Alternate COR.

Name: Vivian Hilton

Code: 4114

Mailing Address: Naval Undersea Warfare Center Division, Newport,

1176 Howell Street, Building: 123, Newport, RI 02841

Telephone: Commercial (401) 832-9042 DSN 432-9042

(d) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Order Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, or basic contract PCO has issued a formal modification.

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Accounting Data

SLINID	PR Number	Amount
120001	N66604-5297-8042	46000.00

LLA :
A1 97X4930.NH6A 000 77777 0 066604 2F 000000 41140A835356
Standard Number: 1

BASE Funding 46000.00
Cumulative Funding 46000.00

MOD 01

120002	N66604-6215-6902	6000.00
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LLA :
A2 97X4930.NH6A 000 77777 0 066604 2F 000000 41140B846616
Standard Number: 0029001

120003	N66604-6220-7750	6000.00
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LLA :
A3 97X4930.NH6A 000 77777 0 066604 2F 000000 41140J836386
Standard Number: 0029001

MOD 01 Funding 12000.00
Cumulative Funding 58000.00

MOD 03

120101	N66604-6254-5869	18000.00
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LLA :
A4 97X4930.NH6A 000 77777 0 066604 2F 000000 41140L836346
Standard Number: 0029001

320101	N66604-6254-5871	2000.00
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LLA :
A4 97X4930.NH6A 000 77777 0 066604 2F 000000 41140L836346
Standard Number: 0029001

MOD 03 Funding 20000.00
Cumulative Funding 78000.00

MOD 04

120102	N66604-7008-6294	18000.00
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LLA :
A5 1761810.A45A 253 SAS92 0 068342 2D 000000 5A1020000000
Standard Number: 0029001
Reference: RCP# N0002406WX30913, ACRN AB (I836357)

MOD 04 Funding 18000.00
Cumulative Funding 96000.00

MOD 05

120103	N66604-7108-3581	13390.00
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LLA :
A6 97X4930.NH6A 000 77777 0 066604 2F 000000 41140K837387
Standard Number: 0100838

MOD 05 Funding 13390.00
Cumulative Funding 109390.00

MOD 07

320102	N66604-7138-3290	18834.00
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LLA :
A7 1751810.81HH 253 SASUB 0 068342 2D 000000 HH0GN0000000
Standard Number: 0104546
Reference: RCP# N0002405WX30467, ACRN AB (I837397)

MOD 07 Funding 18834.00

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Cumulative Funding 128224.00

MOD 08

120104 N66604-7208-4460-2007 18800.00

LLA :

A7 1751810.81HH 253 SASUB 0 068342 2D 000000 HHOGN0000000
Standard Number: 0109966

MOD 08 Funding 18800.00

Cumulative Funding 147024.00

MOD 09

120201 N66604-7254-4317 39000.00

LLA :

A8 97X4930.NH6A 000 77777 0 066604 2F 000000 41140B837347
Standard Number: 00114051

320201 N66604-7243-4324 1000.00

LLA :

A8 97X4930.NH6A 000 77777 0 066604 2F 000000 41140B837347
Standard Number: 0114051

MOD 09 Funding 40000.00

Cumulative Funding 187024.00

MOD 11

120202 N66604-8059-3755 36000.00

LLA :

A9 97X4930.NH6A 000 77777 0 066604 2F 000000 41140D838398
Standard Number: 0128205

MOD 11 Funding 36000.00

Cumulative Funding 223024.00

MOD 13

420001 N66603-9166-1324 108000.00

LLA :

B1 97X4930.NH6A 000 77777 0 066604 2F 000000 41140V839199
Standard Number: 0217654

620001 N66604-9166-1325 5000.00

LLA :

B1 97X4930.NH6A 000 77777 0 066604 2F 000000 41140V839199
Standard Number: 0217654

MOD 13 Funding 113000.00

Cumulative Funding 336024.00

MOD 15

420002 N66604-9229-2353 5000.00

LLA :

B2 97X4930.NH6A 000 77777 0 066604 2F 000000 41140A839399
Standard Number: 0229498

620002 N66604-9229-2354 28000.00

LLA :

B2 97X4930.NH6A 000 77777 0 066604 2F 000000 41140A839399
Standard Number: 0229498

MOD 15 Funding 33000.00

Cumulative Funding 369024.00

MOD 16

420003 N66604-9285-1169 1000.00

LLA :

B3 97X4930.NH6A 000 77777 0 066604 2F 000000 41140B839160

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Standard Number: 0240054

620003 N66604-9285-1170 44000.00
 LLA :
 B3 97X4930.NH6A 000 77777 0 066604 2F 000000 41140B839160
 Standard Number: 0240054

MOD 16 Funding 45000.00
 Cumulative Funding 414024.00

MOD 17

420004 N66604-9294-2196 9000.00
 LLA :
 B4 97X4930.NH6A 000 77777 0 066604 2F 000000 41140J839370
 Standard Number: 0241186

620004 N66604-9294-2195 3500.00
 LLA :
 B4 97X4930.NH6A 000 77777 0 066604 2F 000000 41140J839370
 Standard Number: 0241186

MOD 17 Funding 12500.00
 Cumulative Funding 426524.00

MOD 18

420005 N66604-0022-4095 25000.00
 LLA :
 B4 97X4930.NH6A 000 77777 0 066604 2F 000000 41140J839370
 Standard Number: 0254185

420006 N66604-0022-4096 10000.00
 LLA :
 B5 97X4930.NH6A 000 77777 0 066604 2F 000000 41140A839370
 Standard Number: 0254185

420007 N66604-0033-5472 10000.00
 LLA :
 B6 97X4930.NH6A 000 77777 0 066604 2F 000000 41140H839370
 Standard Number: 0254185

620005 N66604-0022-4097 1000.00
 LLA :
 B6 97X4930.NH6A 000 77777 0 066604 2F 000000 41140H839370
 Standard Number: 0254185

MOD 18 Funding 46000.00
 Cumulative Funding 472524.00

MOD 19

420008 N66604-0109-7315 40000.00
 LLA :
 B7 97X4930.NH6A 000 77777 0 066604 2F 000000 41140G839160
 Standard Number: 0268755

MOD 19 Funding 40000.00
 Cumulative Funding 512524.00

MOD 20

420101 N66604-0224-5224 40000.00
 LLA :
 B8 97X4930.NH6A 000 77777 0 066604 2F 000000 41140E830220
 Standard Number: 0293702

620101 N66604-0242-8143 1000.00
 LLA :
 B8 97X4930.NH6A 000 77777 0 066604 2F 000000 41140E830220
 Standard Number: 0293702

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MOD 20 Funding 41000.00
Cumulative Funding 553524.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

The contractor is expressly prohibited from purchasing any telecommunication devices (i.e. satellite telephones, cell phones, pagers, blackberry, two way radios, walkie-talkies, etc. or any associated accessories) without the written approval of the contracting officer on an item by item basis.

H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (APR 2005)

Additional funding is hereby obligated for continued performance. The total funding obligated for the entire task order is increased from \$512,524.00 by \$41,000.00 to \$553,524.00. The clause entitled "Limitation of Funds (FAR 52.232-22)" applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this order.

NUWC Accrual Date: September 30, 2010

H52S PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT

None of the services required by this task order shall be subcontracted to or performed by persons other than the contractor or the contractor's employees without the prior written approval of the Procuring Contracting Officer.

H61S GOVERNMENT FURNISHED PROPERTY (GFP) (FEB 2005)

(a) The Government shall furnish Government property to the Contractor for use in connection with this task order.

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in the attached, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following location: SEE ATTACHMENT #2.

(2) Government Furnished Information (GFI) shall be provided as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after task order award.

(b) Only the identified items, in the quantity shown, will be furnished by the Government; however, additional Government property may be made available. All other material required for the performance of this task order shall be furnished by the Contractor. GFP furnished under this task order is for use exclusively under this task order unless specified otherwise in writing by the Task Order Ordering Officer.

(c) All Government Property furnished under this task order shall be returned to NUWCDIVNPT at the completion of

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the task order unless otherwise specified. The Contractor shall immediately advise the Task Order Ordering Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

H81S TRAVEL COSTS AND RESPONSIBILITIES (JUL 2008)

(a) Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for its personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR subpart 31.2 or 31.3 as applicable.

There may be situations where contractor employees and government employees travel together in government vehicles, or in vehicles rented by the government under the terms of the U.S. Car Rental Agreement (currently available at http://www.defensetravel.dod.mil/Docs/CarRentalAgreement_050508.pdf) the government has with various rental car companies. In such situations, contractor employees may only be passengers (not drivers) in such vehicles. If a contractor employee is a passenger in a government vehicle or a vehicle rented by the government, it would be on a "no additional cost to the government" basis. If a contractor employee is a passenger in a government vehicle, the contractor shall indemnify and hold the government harmless from all liability resulting from personal injury or death or damage to property which may occur as a result of such joint travel. When a contractor is a passenger in a vehicle rented by the government, liability would be limited to the terms set out in the U.S. Car Rental Agreement in effect at the time of any incident.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided below (identified to the current Revision available as of the issue date of this solicitation):

WAGE DETERMINATION 05-2467 (Rev. 9), effective 6/15/10 Area: RI STATEWIDE

The above Wage Determinations (WD) can be accessed from the following website:

<http://www.wdol.gov/>

Choose "Selecting WDs" from the menu. After choosing the appropriate area, answer the "prompts" as follows (these answers are applicable to this solicitation):

1. Were these services previously performed at this locality under an SCA-Covered contract? Yes
2. Are any of the employees performing work subject to a CBA? No
3. Are the contract services to be performed listed below as Non-Standard Services? No
4. Were these services previously performed under an SCA wage determination that ends in an even number?
Example: 1994-2104; or 1994-2114. No

The site will provide the appropriate WD.

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SECTION I CONTRACT CLAUSES

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (AUG 1999)

52.222-54 Employment Eligibility Verification (Jan 2009)

(a) *Definitions.* As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

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(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

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(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> .

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) *Is for—*

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

**252.222-7999 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES
RESTRICTING THE USE OF MANDATORY ARBITRATION
AGREEMENTS (DEVIATION) (FEB 2010)**

(a) *Definitions.*

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor-

(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising *out* of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

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(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

52.222-41 Service Contract Act (1965)

252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

122-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the

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provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class Monetary Wage - Fringe Benefits

SEE CLAUSE H83S for guidance.

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SECTION J LIST OF ATTACHMENTS

Exhibit "A" - CDRL, Contract Data Requirements List

Attachment #1 - DD Form 254, Contract Security Classification Specificaiton

Attachment #2 - Government Furnished Property

Attachment #3 - JA4S, Task Order Administration Plan