

DELIVERY ORDER **FINAL**

1. CONTRACT NO. N00178-04-D-4048	2. DELIVERY ORDER NO. N405	3. EFFECTIVE DATE 02/08/2006	4. PURCHASE REQUEST NO. N66604-06-NR-55005
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5. ISSUED BY NUWC, NEWPORT DIVISION Joan Purcell 5911 Simonpletri Drive, Building 11 Newport, RI 02841-1706 purcelljm@npt.nuwc.navy.mil 401-832-1751 Ext.	CODE N66604	6. ADMINISTERED BY DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO, CA 92111-2241	CODE S0514A
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7. CONTRACTOR Epsilon Systems Solutions, Inc. 1565 Hotel Circle South, Suite 200 San Diego, CA TIN: 52-2129453	CODE 1HQ30	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus, OH 43218-2381
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13. TYPE OF ORDER	<input type="checkbox"/> D	<input checked="" type="checkbox"/> X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

Epsilon Systems Solutions, Inc. _____ NAME OF CONTRACTOR SIGNATURE	Robert R. Sales, Director of Contract _____ TYPED NAME AND TITLE DATE SIGNED
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14. ACCOUNTING AND APPROPRIATION DATA
See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages					

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: Joan Purcell	02/09/2006	22. TOTAL [REDACTED]
		CONTRACTING/ORDERING OFFICER	

SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS
C	DESCRIPTION/SPECS/WORK STATEMENT
D	PACKAGING AND MARKING
E	INSPECTION AND ACCEPTANCE
F	DELIVERIES OR PERFORMANCE
G	CONTRACT ADMINISTRATION DATA
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J	LIST OF ATTACHMENTS

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GENERAL INFORMATION

Distribution: KR, 0221,4111/P Melancon, 4114/V Hilton, 5911CLO/JMF

A9S TASK ORDER GENERAL INFORMATION

Zone: One Northeast

NUWCDIVNPT Requisition Number: N66604-5130-092J (Solicitation) and N66604-6013-7368 & N66604-6013-7369 (Funding)

NUWCDIVNPT Control Number: 061519

Type of Task Order: Cost Plus Fixed Fee - Term

A10S SPECIAL NOTICE (JUL 2004)

The Naval Undersea Warfare Center Division, Newport has implemented the Electronic Cost Reporting and Financial Tracking (eCRAFT) System. Note clauses C16S, COST AND PERFORMANCE REPORTING and G1S, SUBMISSION OF INVOICES – ECRAFT.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

1000 Technical services in support of TOMAHAWK simulated missiles and support equipment

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1300	Base Period (RDT&E)		LH			
130001	Funding ACRN A1					
130002	Funding ACRN A2					

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1301	Option 1 (RDT&E) Option		LH			
1302	Option 2 (RDT&E) Option		LY			
1303	Option 3 (RDT&E) Option		LH			

For Cost Type Items:

4000 Services in accordance with the SOW.

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4300	Option 4 (RDT&E) Option		LH			
4301	Option 5 (RDT&E) Option		LH			

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Prime and Subcontractor travel and materials (with burdens, no fee)			
3001	Base Period - ODCs (RDT&E) Option	1.0	Lot	
3002	Option 1 ODCs (RDT&E) Option	1.0	Lot	
3003	Option 2 ODCs (RDT&E) Option	1.0	Lot	
3004	Option 3 ODCs (RDT&E) Option	1.0	Lot	

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For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6000	Prime and Subcontractor travel and materials (with burdens, no fee)		
6001	Option 4 ODCs (RDT&E) Option	1.0 Lot	██████
6002	Option 5 ODCs (RDT&E) Option	1.0 Lot	██████

B30S LEVEL OF EFFORT - TERM (APR 2005)

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

ITEM	HOURS
BASE	2,285
OPTION 1	2,285
OPTION 2	2,285
OPTION 3	1,142
OPTION 4	1,142
OPTION 5	2,285

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

The term of each SLIN is defined in section F of the task order. The total estimated level of effort is expected to occur evenly over the task order term.

(b) In the event that the incurred level of effort exceeds by 3% 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 task order, the Contractor shall submit the following information in writing directly to the Task Order Ordering Officer, the TOM 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 listed in the task order schedule, 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.

B42S OPTIONS (JUN 2004)

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	RDTE	1301	ON OR BEFORE 12/30/06
2	RDTE	1302	ON OR BEFORE 12/31/07
3	RDTE	1303	ON OR BEFORE 12/31/08
4	RDTE	4300	ON OR BEFORE 5/5/09
5	RDTE	4301	ON OR BEFORE 12/30/09

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.

B51SA PAYMENT OF FIXED FEE - TERM (NOV 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments to be paid at the time of each provisional payment. The amount of each such installment is to be in direct ratio of the total fixed fee as the net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled, Level of Effort - Term.

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

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1.0 INTRODUCTION

The Naval Undersea Warfare Center Division Newport (NUWC DIVNPT) 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, NUWC DIVNPT 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. NUWC DIVNPT 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 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.

Each CLIN will identify those tasks that will be performed under the appropriated funding line. The type of funds to be utilized for each task will be determined by where the request of work originates and the specific testing required.

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)
- AURVs (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)
- 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.

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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, AURVSSs, 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, AURVSSs, 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 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, AURVSSs, 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, AURVSSs, 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

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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 (MAY 2001)

(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 Task Order Manager identified in the task order.

(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 591 .

(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.

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(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 Task Order Manager. Additional copies shall be provided to:

(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 (JAN 2005)

(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.

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 bear 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 applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Safety and Occupational Health Information for Contractors and Visitors" prior to commencing performance at any NUWCDIVNPT site. Contact Code 552 at 401-832-3534 or 5890 in Newport, RI.

(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.npt.nuwc.navy.mil/pao/envpolicy04.htm>.

(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

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training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet.

(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.

C54S UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other task order, the contractor believes that any task order contains outdated or different versions of any specifications or standards, the contractor may request that all of its task orders be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the task order in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the task order.

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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 NUWC DIVNPT 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)

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.

SECTION F DELIVERIES OR PERFORMANCE

FIS PERIOD OF PERFORMANCE

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

BASE PERIOD: CLINS 1300 & 3100 FROM 2/8/2006 - 9/30/2006

OPTION 1: CLINS 1301 & 3200 FROM 10/1/2006 - 9/30/2007

OPTION 2: CLINS 1302 & 3300 FROM 10/1/2007 - 9/30/2008

OPTION 3: CLINS 1303 & 3400 FROM 10/1/2008 - 4/4/2009

OPTION 4: CLINS 4300 & 6100 FROM 4/5/2009 - 9/30/2009

OPTION 5: CLINS 4301 & 6200 FROM 10/1/2009 - 9/30/2010

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

Accounting Data

SLINID	PR Number	Amount
130001	N66604-6013-7368	██████████
LLA :		
A1 97X4930.NH6A 000 77777 0 066604 2F 000000 41140A836366		
Standard Number: 0043713		
130002	N66604-6013-7369	██████████
LLA :		
A2 97X4930.NH6A 000 77777 0 066604 2F 000000 41140A836376		
Standard Number: 0043713		

GIS SUBMISSION OF INVOICES -- COST REIMBURSEMENT

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and four (4) copies, to the contract auditor at Cognizant DCAA, unless waived by DCAA. If Electronic Cost Reporting and Financial Tracking (eCraft) is applicable to this contract, provide duplicate information to eCraft.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this task order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the task order
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report", is not required.

(f) A Certificate of Performance is required unless Electronic Cost Reporting and Financial Tracking (eCraft) is applicable to this task order.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this task order. The Government may indicate final acceptance on DD Form 250 or by other appropriate means such as a Certificate of Final Acceptance.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, costs will be allocated on a first-in first-out basis. For example, invoice ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc.

GIOS CONTRACTUAL AUTHORITY AND COMMUNICATIONS (SEP 2004)

(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 for this order is:

Name: Joan Purcell

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)(OCT 2004)

(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), and (47).

(2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the Task Order Ordering Officer address (Attn: Code 593 -- CLOSEOUT)

(3) 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:

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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

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

G16S NOTE TO PAYMENT OFFICE - PAYMENT BY ACRN (SEP 2004)

In the event the contractor does not identify the specific ACRN (or the related SLIN) being invoiced, the paying office is directed to pay the invoice by assigning the ACRN on a first-in first-out basis. For example, pay from ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc. If necessary, the paying office should assign the appropriate SLIN.

G17S TOM APPOINTMENT (APR 2005)

(a) The Task Order Ordering Officer hereby appoints the following individual as the Task Order Manager (TOM) for this task order:

Name: PAUL MELANCON

Code: 4111

Mailing Address: Naval Undersea Warfare Center Division, Newport,

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

Telephone: Commercial(401)- 832-3795 DSN 432-3795

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

(c) 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, PCO or ACO has issued a formal modification.

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.

H30S LIMITATION OF LIABILITY - INCREMENTAL FUNDING (AUG 2005)

This contract or order is incrementally funded and the amount currently available for payment hereunder is limited to \$58,000.00 inclusive of fee, profit and all other charges. 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

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this contract or order.

The estimated level of effort applicable to the incremental funding provided herein is 1,668 man-hours. It is estimated that this incremental funding will be adequate for services performed through JULY 30, 2006.

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: .

(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 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

(a) Performance under this task order may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his 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 task order in accordance with FAR subpart 31.2 or 31.3 as applicable.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (JUN 2005)

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 #94-2467 REVISION 22 AREA RI

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? 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)

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 (APR 1988)

COMPUTER SOFTWARE

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)

I22-42 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 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.

52.222-41 Service Contract Act (1965)

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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

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, (0704-0188) 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER <input checked="" type="checkbox"/>				
D. SYSTEM/ITEM			E. CONTRACT/PR NO. N66804-5130-092J		F. CONTRACTOR			
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM TECHNICAL REPORT - STUDY/SERVICES			3. SUBTITLE TOMAHAWK TRAINERS AND SHAPES REPORT				
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508			5. CONTRACT REFERENCE SOW PARA 4.1.1, TASK 1		6. REQUIRING OFFICE NUWCDIVNPT CODE 4111			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D	10. FREQUENCY MTHLY		12. DATE OF FIRST SUBMISSION SEE BLK16		14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION NONE		a. ADDRESSEE		
16. REMARKS BLK 9: See Addendum. BLK 12: Reports will be provided 14 days after receipt of GFI *BLK 14: Copy of Transmittal Letter Only						b. COPIES		
						Draft	Reg	Repro
15. TOTAL →						0	2	0
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM TECHNICAL REPORT - STUDY/SERVICES			3. SUBTITLE TOMAHAWK SPECIAL TEST ASSETS			
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A			5. CONTRACT REFERENCE SOW PARA 4.2.1, TASK 2		6. REQUIRING OFFICE NUWCDIVNPT CODE 4111			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D	10. FREQUENCY MTHLY		12. DATE OF FIRST SUBMISSION See BLK 16		14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION NONE		a. ADDRESSEE		
16. REMARKS: BLK 9: See Addendum. BLK 12: Reports will be provided 14 days after receipt of GFI *BLK 14: Copy of Transmittal Letter Only						b. COPIES		
						Draft	Reg	Repro
15. TOTAL →						0	2	0
G. PREPARED BY: Paul W. Melancon		6-7-05		I. APPROVED BY: S. Sampson		J. DATE 6-8-05		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, (0704-0188) 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.				B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM				E. CONTRACT/PR NO. N66804-5130-092J		F. CONTRACTOR			
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM TECHNICAL REPORT - STUDY/SERVICES				3. SUBTITLE TOMAHAWK AURVS/SHAPES/AURS EQUIPMENT STUDY REPORT			
4. AUTHORITY (Date Acquisition Document No.) DI-MISC-80508A				5. CONTRACT REFERENCE SOW PARA 4.3.1, TASK 3		6. REQUIRING OFFICE NUWC DIVNPT CODE 4111			
7. DD 250 REQ LT		8. DIST STATEMENT REQUIRED D		10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION SEE BLK16		14. DISTRIBUTION	
8. APP CODE N/A				11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION NONE		a. ADDRESSEE	
								b. COPIES	
								Final	
								Draft	
								Reg	
								Repro	
								15. TOTAL →	
								0 2 0	
16. REMARKS BLK 9: See Addendum. BLK 10: Anticipate Two Deliverables BLK 12: Reports will be provided fourteen days after receipt of GFI *BLK 14: Copy of Transmittal Letter Only									
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM TECHNICAL REPORT - STUDY/SERVICES				3. SUBTITLE TECHNICAL DOCUMENT AND PROCEDURES REPORT			
4. AUTHORITY (Date Acquisition Document No.) DI-MISC-80508A				5. CONTRACT REFERENCE SOW PARA 4.4.1, TASK 4		6. REQUIRING OFFICE NUWC DIVNPT CODE 4111			
7. DD 250 REQ LT		8. DIST STATEMENT REQUIRED D		10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION SEE BLK16		14. DISTRIBUTION	
8. APP CODE N/A				11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION NONE		a. ADDRESSEE	
								b. COPIES	
								Final	
								Draft	
								Reg	
								Repro	
								15. TOTAL →	
								0 2 0	
16. REMARKS BLK 9: See Addendum. BLK 10: Anticipate Two Deliverables BLK 12: Reports will be provided fourteen days after receipt of GFI *BLK 14: Copy of Transmittal Letter Only									
G. PREPARED BY: Paul W. Melancon				I. APPROVED BY: S. Sampson		J. DATE: 6-8-05			
DD FORM 1423-2, AUG 98 (EG)				6-7-05		PREVIOUS EDITION MAY BE USED		Page 2 of 4 Pages	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

ADDENDUM 1 TO EXHIBIT A
ADDITIONAL CDRL INFORMATION
BLOCK 14 ADDRESSEE LIST

DD FORM 1423 (CDRL)
BLOCK 14 ENTRY

COMPLETE ADDRESS

NAVUNSEAWARCENDIVNPT WV08

Commanding Officer
Naval Undersea Warfare Center
Division, Newport
Newport, RI 02841-1708
Attn: P. Melancon, Code 4111
Phone: 401-832-3795
Email: Melanconpw@nuwc.navy.mil
To be determined at contract award

BLOCK 16 ADDENDUM

BLOCK 9: The following information is specifically included in amplification of the Block 9 Distribution Statement selected:

Distribution Statement paragraphs are in addition to CLASSIFICATION markings of the data.

The Contractor shall use Distribution Statement D.

Distribution Statement D: Distribution authorized to the DoD and DoD contractors only; Critical Technology*; _____. Other requests shall be referred to NAVUNSEAWARCENDIVNPT Code WV08, or higher DoD authority.
(date of DD 1423)

The following "EXPORT CONTROL WARNING NOTICE" must be used in conjunction with DISTRIBUTION STATEMENTS identified in all CDRL Items.

WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C. Sec. 2751 *et seq.*) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App 2401 *et seq.* Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

DESTRUCTION NOTICE - For unclassified, limited distribution documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

BLOCKS 6 AND 14: "NUWC DIVNPT" used in these spaces shall be interpreted as "NAVUNSEAWARCENDIVNPT".

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort. If additional guidance is needed contact the Contracting Officers Representative (COR) listed below.)</i>				1. CLEARANCE AND SAFEGUARDING		
				a. FACILITY CLEARANCE REQUIRED		
				SECRET		
				b. LEVEL OF SAFEGUARDING REQUIRED		
				SECRET		
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>				3. THIS SPECIFICATION IS: <i>(x and complete as applicable)</i>		
X	a. PRIME CONTRACT NUMBER N00178-04-D-4048-N402/N403/N404/N405/N406			a. ORIGINAL <i>(Complete date in all cases)</i>		Date (YYMMDD) 050930
	b. SUBCONTRACT NUMBER			X	b. REVISED <i>(Supersedes all previous specs)</i>	Revision No. 2
c. SOLICITATION OR OTHER NUMBER N66604-5130-092J		Due Date (YYMMDD)			c. FINAL <i>(Complete item 5 in all cases)</i>	
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.						
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____						
8. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>						
a. NAME, ADDRESS, AND ZIP CODE EPSILON SYSTEMS SOLUTIONS INC. 1565 HOTEL CIRCLE SOUTH SUITE 200 SAN DIEGO, CA 92108-3418			b. CAGE CODE 1HQ30	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> DEFENSE SECURITY SERVICE 283 S. LAKE AVENUE, #202 PASADENA, CA 91101		
7. SUBCONTRACTOR						
a. NAME, ADDRESS, AND ZIP CODE			b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
8. ACTUAL PERFORMANCE						
a. LOCATION			b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT THE CONTRACTOR SHALL PROVIDE TECHNICAL SERVICES IN THE DESIGN, DEVELOPMENT AND MAINTENANCE OF SIMULATED MISSILES AND MISSILE SUPPORT EQUIPMENT FOR FLEET TESTING, TRAINING AND USE.						
10. CONTRACTOR WILL REQUIRE ACCESS TO:			YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X			a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X
b. RESTRICTED DATA		X			b. RECEIVED CLASSIFIED DOCUMENTS ONLY	X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X			c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X
d. FORMERLY RESTRICTED DATA		X			d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	X
e. INTELLIGENCE INFORMATION:					e. PERFORM SERVICES ONLY	X
(1) Sensitive Compartmented Information (SCI)		X			f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	X
(2) Non-SCI		X			g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	X
f. SPECIAL ACCESS INFORMATION		X			h. REQUIRE A COMSEC ACCOUNT	X
g. NATO INFORMATION		X			i. HAVE TEMPEST REQUIREMENTS	X
h. FOREIGN GOVERNMENT INFORMATION		X			j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	X
i. LIMITED DISSEMINATION INFORMATION		X			k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	X
j. FOR OFFICIAL USE ONLY INFORMATION	X				l. OTHER <i>(Specify)</i>	X
k. OTHER <i>(Specify)</i>		X				

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

Direct Through (Specify):
NONE AUTHORIZED

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.
In the case of non-DCD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

THIS CONTRACT IS FOR PERFORMANCE SERVICES. CLASSIFICATION MARKINGS ON THE MATERIAL TO BE FURNISHED WILL PROVIDE THE CLASSIFICATION GUIDANCE FOR PERFORMANCE OF THIS CONTRACT. PERSONNEL ACCESSING CLASSIFIED INFORMATION IN THE PERFORMANCE OF THIS CONTRACT NEED ONLY POSSESS A SECURITY CLEARANCE AT THE LEVEL OF CLASSIFICATION NECESSARY TO ACCOMPLISH THE TASK. THE HIGHEST LEVEL OF CLASSIFICATION FOR THIS CONTRACT IS SECRET.

FOR OFFICIAL USE ONLY (FOUO) INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE PLACED IN AN OUT-OF-SIGHT LOCATION IF THE WORK AREA IS ACCESSIBLE TO PERSONS WHO DO NOT HAVE A NEED FOR THE INFORMATION DURING WORKING HOURS. DURING NONWORKING HOURS, THE INFORMATION SHALL BE STORED TO PRECLUDE UNAUTHORIZED ACCESS. FILING FOUO WITH UNCLASSIFIED RECORDS IN UNLOCKED FILES OR DESKS IS ADEQUATE WHEN INTERNAL BUILDING SECURITY IS PROVIDED DURING NONWORKING HOURS. WHEN SUCH INTERNAL SECURITY CONTROL IS NOT EXERCISED, LOCKED BUILDINGS OR ROOMS WILL PROVIDE ADEQUATE AFTER-HOURS PROTECTION OR THE MATERIAL CAN BE STORED IN LOCKED RECEPTACLES SUCH AS FILE CABINETS, DESKS, OR BOOKCASES. DESTRUCTION WILL BE BY THE SAME MEANS AS CLASSIFIED INFORMATION (I.E., SHREDDING, BURNING, ETC.).
BLOCK 13 CONTINUED ON NEXT PAGE.


ESTIMATED COMPLETION DATE
30 SEPTEMBER 2010

COGNIZANT COR/PROGRAM MANAGER, NAME, CODE, TEL. NO.
PAUL W. MELANCON, CODE 4111, (401) 832-3795

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.)
 Yes No

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.)
 Yes No

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL STEPHANIE D. MCNEIL	b. TITLE Contracting Officer	c. TELEPHONE (Include Area Code) 401-832-5535
d. ADDRESS (Include Zip Code) Naval Undersea Warfare Center Division, Newport Code 553, B-80 1176 Howell St., Newport, RI 02841	17. REQUIRED DISTRIBUTION <input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY	
e. SIGNATURE 		

GOVERNMENT PROPERTY MADE AVAILABLE

(a) The following are located at a NUWC facility or other Government Site as may be noted herein. Unless specified otherwise, access is on a non-interference and rent-free basis as scheduled with the COR.

(1) LABORATORY FACILITIES (include Bldg # and Room #)

Buildings 123 and 1371.

(2) LABORATORY EQUIPMENT

Laboratory and TOMAHAWK simulators related equipment located in buildings stated above.

(3) OFFICE FACILITIES (include Bldg # and Room #)

None.

(4) OFFICE EQUIPMENT

None.

(5) COMPUTER FACILITIES

None.

(6) COMPUTER EQUIPMENT

Desktop computers located in Buildings 123 and 1371.

(7) SOFTWARE

MS Office on desktop computers in buildings identified above.

(8) OTHER

None.

(b) The following GFE will be provided for contractor possession (use, not title): NONE

<u>GFP</u>						
<u>Item No.</u>	<u>Type</u>	<u>Description</u>	<u>Quantity</u>	<u>Acq. Cost (ea.)</u>	<u>Time</u>	

(c) The following GFM will be provided for incorporation into end products: NONE

<u>GFP</u>						
<u>Item No.</u>	<u>Type</u>	<u>Description</u>	<u>Quantity</u>	<u>Acq. Cost (ea.)</u>	<u>Time</u>	

JA4S TASK ORDER ADMINISTRATION PLAN (TAP)(JUL 2004)

Subj: TASK ORDER ADMINISTRATION PLAN (TAP) FOR CONTRACTOR
ENGINEERING AND TECHNICAL SERVICES

1. This Plan covers services that the Task Order Ordering Officer determines shall be obtained on a Cost Plus Fixed Fee or Cost Plus Award Fee basis which are contracted for with a performance oriented statement of work (SOW) under the SeaPort-e IDIQ contract. The task order specifications will cover performance of technically complex work which will involve intensive quality assurance surveillance and cost and performance monitoring by technical or engineering specialists within the Naval Undersea Warfare Center Division, Newport (NUWC DIVNPT), Technical and Business Departments. Performance of some of the contract administration functions solely by the Defense Contract Management Agency (DCMA) is not practical. Therefore, the contract administration functions will be delegated to a Task Order Manager (TOM) to assist the TO in administration of the task order.

2. Task Order Manager (TOM) duties are detailed below. Only those individuals who have received TOM training and possess the requisite technical skills and experience to effectively monitor the subject services will be appointed TOMs under this plan. The Commercial Acquisition Department, Code 59, has the responsibility to ensure that personnel appointed as TOMs to perform duties in connection with this task order have the necessary qualifications to satisfactorily perform required duties, and are properly monitored to determine they are performing assigned duties. If at any time Code 59 determines assigned duties are not being performed in a satisfactory manner, Code 59 shall take immediate action to advise the respective Department Head so that corrective action (including replacement of personnel, if required) may be taken.

3. A copy of each delegation and rescission of delegation made pursuant to paragraphs 1 and 2 of this plan shall be made a part of the task order files. The task order must indicate the specific TOM responsible for administering services under the particular task order.

TOM RESPONSIBILITIES

The TOM acts as the representative for the Task Order Ordering Officer by performing the following duties:

- a. Monitors contractor performance.
- b. Accomplishes on-site surveillance at NUWC DIVNPT or contractor facility.
- c. Ensures that services remain non-personal in nature.
- d. Ensures that the Contractor performs within the scope of the SOW set forth in the task order.

- e. Monitors the use of Government furnished material, property and equipment.
- f. Inspects and accepts or rejects task order services/deliverables and certifies invoices.
- g. Establishes and maintains a standard TOM file on assigned task order. Any documentation available and accessible electronically need not be maintained in paper format.
- h. Notifies the Task Order Ordering Officer of any problems in the above areas, and of any anticipated overrun of the estimated or ceiling price of the task order.
- i. Provides input to the SeaPort Portal Task Order Performance Evaluation (TOPE).
- j. Reviews all procurement requests for new procurement and/or change order modifications to the task order to ensure that they present a clear description of work to be accomplished and data to be delivered.