

2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 03-Aug-2010	4. REQUISITION/PURCHASE REQ. NO. N0751A10RCZD043	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPECIALTY CENTER ACQUISITIONS NAVFAC	CODE N62583	7. ADMINISTERED BY (If other than Item 6) DCMA SAN DIEGO	CODE S0514A

CODE RAQN0/NAVAL BASE VENTURA COUNTY 1205 MILL RD  
BLDG 850  
PORT HUENEME CA 93043-4347  
theodore.fleet@navy.mil 805-982-2914 Ext. 2914

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-EJG1
		10B. DATED (SEE ITEM 13) 28-May-2009
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"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc )SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52-243-1

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)	

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## GENERAL INFORMATION

1) The purpose of this supplemental agreement is to add work as identified in the attached Statement of Work. Contractors RFI # 4048-010 dated January 14, 2010 is accepted as proposed and incorporated by reference, with an increased total dollar amount of \$ [REDACTED] for additional required work within scope (storage fees \$ [REDACTED] per month for 12 months, January 1, 2011 through December 30, 2011).

2) Acceptance of this modification by the contractor constitutes an accord and satisfaction and represents payment in full for both time and money and for any and all costs, impact effect, and for delays and disruptions arising out of, or incidental to, the work herein revised.

3) All other terms and conditions remain unchanged.

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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services	Qty	Unit	Unit Price	Total Price
2000	Overhaul of the Recompression Chamber at the Naval Aerospace Medical Institute Pensacola, Fl. (O&MN,N)	1.0	Lot	\$ [REDACTED]	\$ [REDACTED]
2001	Overhaul of the Recompression Chamber at the Naval Aerospace Medical Institute Pensacola, Fl. (O&MN,N)	1.0	Lot	\$ [REDACTED]	\$ [REDACTED]

The proposed Task Order type will be Firm Fixed Price (FFP).

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **MOD 3 - OVERHAUL OF THE HYPERBARIC CHAMBER AND SUPPORT SYSTEMS AT NAVAL AEROSPACE MEDICAL INSTITUTE (NAMI).**

1. Add paragraph, entitled, "EQUIPMENT STORAGE": The contractor shall store all fabricated equipment at the contractor's facility until completion of the research project that was granted to NAMI through December 2011. The research project is currently not underway and is scheduled to last one year.

END.

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## **SECTION D PACKAGING AND MARKING**

Packaging and Marking shall be in accordance with Section D of the SeaPort-e Multiple Award Basic Contract. All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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## **SECTION E INSPECTION AND ACCEPTANCE**

Upon completion of all work and final submission of all data items, the contractor's Senior Technical Representative shall prepare and sign a Certificate of Final Acceptance memorandum, and submit it to the TOM for signature. The contractor shall include the fully signed memorandum with its final invoice.

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e Multiple Award IDIQ Basic Contract for Firm Fixed Price Task Orders. Packaging and Marking shall be in accordance with Section D of the SeaPort-e Multiple Award IDIQ Basic Contract.

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## **SECTION F DELIVERABLES OR PERFORMANCE**

All provisions and clauses in Section F of the basic contract apply to this task order, unless otherwise specified in this task order. Refer to Section B and the SOW for specific deliverables.

### **F.1 - CLIN - Performance Periods**

The period of performance is from date of task order award through 365 days thereafter. Offerors shall provide a proposed completion schedule if different than the period of performance above as part of their technical proposal.

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## SECTION G CONTRACT ADMINISTRATION DATA

### 0000005252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (NOV 2006)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site:  
<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

WAWF Invoice Type:	<b>2 in 1</b>
Issuing Office DODAAC	N62583
Admin Office DODAAC:	N62583
Inspector DODAAC (usually only used when Inspector & Acceptor are different people):	N69218
Service Acceptor DODAAC (for 2 in 1)	N62583
Local Processing Office (applicable if DFAS DoDAAC begins with an "N"):	N62583
DCAA Office DODAAC (Used on Cost Voucher's only):	
Paying Office DODAAC:	N68732

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name	Email	Phone	Role
Theodore Fleet	<a href="mailto:theodore.fleet@navy.mil">theodore.fleet@navy.mil</a>	805-982-2914	Acceptor
Colin McDonald	<a href="mailto:colin.mcdonald@navy.mil">colin.mcdonald@navy.mil</a>	202-433-5358	Inspector
Terry Moore	<a href="mailto:terry.l.moore@navy.mil">terry.l.moore@navy.mil</a>	805-982-2479	LPO
NFESC PA	<a href="mailto:NFESCPAS@navy.mil">NFESCPAS@navy.mil</a>		
SCAN	<a href="mailto:NAVFAC_SW_SCCC_INVOICES@navy.mil">NAVFAC_SW_SCCC_INVOICES@navy.mil</a>		

(e) Submit no more than one invoice per month.

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### **G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)**

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

Name:

Title:

Mailing Address:

E-mail Address:

Telephone:

FAX:

### **G17S TOM APPOINTMENT (AUG 2005)**

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

Name: Colin McDonald

Code: OF-50

Mailing Address: 720 Kennon St. Suite 333 Washington, DC. 20374

Telephone: 202-433-5358

DSN 432- 5358

(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 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.

CONTRACTING OFFICER:

Terry Moore, (805) 982-2479, [terry.l.moore@navy.mil](mailto:terry.l.moore@navy.mil)

Specialty Center Acquisitions, NAVFAC (SCAN), Code AQ00, Naval Base Ventura County, 1205 Mill Rd, Bldg 850, Port Hueneme, CA. 93043-4347

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CONTRACT SPECIALIST:

Theodore Fleet, (805)982-2914, [theodore.fleet@navy.mil](mailto:theodore.fleet@navy.mil)

Specialty Center Acquisitions, NAVFAC (SCAN), Code AQ00, Naval Base Ventura County, 1205 Mill Rd, Bldg 850, Port Hueneme, CA. 93043-4347

Accounting Data  
 SLINID PR Number Amount  
 -----  
 2000 [REDACTED]  
 LLA :  
 AA 9790130 188D 000 68907 0 068688 2D C4B064 323999DGCA3Q  
 Standard Number: N0751A09RC4B064  
 Funding for Hyperbaric Overhaul NAMI Pensacola, FL.

BASE Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 01

2000 [REDACTED]  
 LLA :  
 AA 9790130 188D 000 68907 0 068688 2D C4B064 323999DGCA3Q  
 Standard Number: N0751A09RC4B064  
 Funding for Hyperbaric Overhaul NAMI Pensacola, FL.

MOD 01 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 02 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 03

2001 [REDACTED]  
 LLA :  
 AB 9700130 188D 000 68907 0 068688 2D CZD043 323990ZDARPQ  
 Standard Number: N0751A10RCZD043

MOD 03 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

All provisions and clauses in Section H of the basic contract apply to this task order unless otherwise specified in the task order.

### ACCESS TO GOVERNMENT SITES

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any government site. 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.

(b) 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.

### CONTRACTUAL AUTHORITY AND COMMUNICATIONS

(a) Except as specified in subparagraph (b) below, 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 contract.

(b) The contractor shall not comply with any order, direction or request of government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.

(c) The Contracting 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 Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

### WORK WEEK

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week shall be Monday through Friday for all straight time worked. No deviation in the normal workweek will be permitted without express advance approval in writing by the designated Ordering Officer(s) with coordination of the using departments. In the event that the contractor fails to observe the normal work week, any resulting costs incurred by the Government shall be chargeable to the contractor. Work on Center shall be performed during the normal work hours at that location unless differing hours are specified at time of task order award. For purposes of scheduling personnel, the contractor is hereby advised that the Government installation will observe all Federal Government holidays. The contractor is further advised that access to the Government installation may be restricted on these holidays.

(b) In the event any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed by the contractor in accordance with the practice as observed by the Government employees at the using activity.

(c) In the event the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to leave or

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indirect charges in accordance with company policy.

#### KEY PERSONNEL

##### NAVFAC 5252.237-9301 Substitutions of Key Personnel (June 1994)

The contractor shall provide complete resumes for proposed substitutions, and any additional information requested by the Contracting Officer. Proposed substitutions should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the contractor within 15 days after receipt of all required information of the consent of substitutes. No change in fixed prices may occur as a result of key personnel substitution.

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## **SECTION I CONTRACT CLAUSES**

In accordance with the SeaPort-e Multiple Award basic contract for a Firm Fixed Price Task Orders.

52.222-41 Service Contract Act (1965)

52.222-54 Employment Eligibility Verification (Jan 2009)

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## SECTION J LIST OF ATTACHMENTS

1. Statement of Work
2. Pensacola Viewports
3. Updated Figure 5
4. Pensacola As-Builts
5. Existing System Schematic
6. Building Layout
7. Pensacola Site Map and Directions for site visit.