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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 3 |
| 2. AMENDMENT/MODIFICATION NO. 12 | 3. EFFECTIVE DATE 01-May-2009 | 4. REQUISITION/PURCHASE REQ. NO. N66604-09-MR-59451 | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY NUWC, NEWPORT DIVISION Simonpietri Drive, Building 11 Newport RI 02841-1706 mary.faverio@navy.mil 401-832-6774 | CODE N66604 | 7. ADMINISTERED BY (If other than Item 6) DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 92111-2241 | CODE S0514A |

| | | |
|---|-------------------------|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Epsilon Systems Solutions, Inc. 1565 Hotel Circle South, Suite 200 San Diego CA | | 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)

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. |
| [] | |
| [] | 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). |
| [] | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| [X] | D. OTHER (Specify type of modification and authority) BILATERAL - FAR 43.103(a) "Administrative" |

E. IMPORTANT: Contractor [] is not, [X] 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) John M. Murdock, Director of Contracts - East | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Nancy A Teasdale, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR /s/John M. Murdock (Signature of person authorized to sign) | 15C. DATE SIGNED 08-May-2009 | 16B. UNITED STATES OF AMERICA BY /s/Nancy A Teasdale (Signature of Contracting Officer) | 16C. DATE SIGNED 08-May-2009 |

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, 4114/V.Hilton, 4114/M.Bova, 119CLO/J.Feirouz, DFAS- HQ0339

FSC: R414

NUWCDIVNPT Control Number: 093536

NUWCDIVNPT Requisition Number(s): N66604-5297-8042-991

NUWCDIVNPT POC: Mary Faverio (See Block 6 of the Task Order cover page for e-mail address and telephone number.)

Mod 12: The purpose of this modification is to:

1. Shift ceiling from CLIN 3201 (Option 1 ODCs) to CLIN 3103 (Option 3 ODCs) to Task Order N00178-04-D-4048-N404, Modification 21. Once Task Order N00178-04-D-4048-N403, Modification 12 is awarded, Modification 21 will be processed to Task Order N00178-04-D-4048-N404 to reflect the ceiling shift to CLIN 3103

2. Shift ceiling from CLIN 3202 (Option 2 ODCs) to CLIN 3103 (Option 3 ODCs) to Task Order N00178-04-D-4048-N404, Modification 21. Once Task Order N00178-04-D-4048-N403, Modification 12 is awarded, Modification 21 will be processed to Task Order N00178-04-D-4048-N404 to reflect the ceiling shift to CLIN 3103

3. Revise Clause C25S to current version "ACCESS TO GOVERNMENT SITE (APR 2008)"

4. Revise Clause G2S to current version "INVOICE INSTRUCTIONS (NAVSEA - AUG 2007) (NOV 2008)"

5. Revise Clause H81S to current version "TRAVEL COSTS AND RESPONSIBILITIES (JUL 2008)"

6. Add Clause H24S Prohibition on Telecommunications (OCT 2006)

SECTION B -

1. Shift ceiling from CLIN 3201 (Option 1 ODCs) to CLIN 3103 (Option 3 ODCs) to Task Order N00178-04-D-4048-N404, Modification 21 as follows:

| | | | | |
|-------|------------------|--------------|--------------|--------------|
| TO #: | N00178-04-D-4048 | | N403 | 12 |
| CLIN | 3201 | FROM | BY | TO |
| | cost | ● [REDACTED] | ● [REDACTED] | ● [REDACTED] |
| TO #: | N00178-04-D-4048 | | N404 | 21 |
| CLIN | 3103 | FROM | BY | TO |
| | cost | ● [REDACTED] | ● [REDACTED] | ● [REDACTED] |

2. Shift ceiling from CLIN 3202 (Option 2 ODCs) to CLIN 3103 (Option 3 ODCs) to Task Order N00178-04-D-4048-N404, Modification 21 as follows:

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| | | | | |
|-------|------------------|--------------|--------------|--------------|
| TO #: | N00178-04-D-4048 | | N403 | 12 |
| CLIN | 3202 | FROM | BY | TO |
| | cost | ● [REDACTED] | ● [REDACTED] | ● [REDACTED] |
| | | | | |
| TO #: | N00178-04-D-4048 | | N404 | 21 |
| CLIN | 3103 | FROM | BY | TO |
| | cost | ● [REDACTED] | ● [REDACTED] | ● [REDACTED] |

SECTION C – Revise Clause C25S to current version "ACCESS TO GOVERNMENT SITE (APR 2008)"

SECTION G – Revise Clause G2S to current version "INVOICE INSTRUCTIONS (NAVSEA - AUG 2007) (NOV 2008)"

SECTION H -

1. Revise Clause H81S to current version "TRAVEL COSTS AND RESPONSIBILITIES (JUL 2008)"
2. Add Clause H24S "Prohibition on Telecommunications (OCT 2006)"

The total funding for the task order remains [REDACTED]

As a result of the above ceiling shifts, the total value of this task order is decreased from [REDACTED] by [REDACTED] to [REDACTED]

All other task order terms and conditions remain unchanged.

The conformed Task Order is contained in EDA & the SeaPort Portal.

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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 | | |
| 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) | LH | | |
| 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) | LH | | |
| 120201 | Funding A8 (OPN) | | | |
| 120202 | A9 (OPN) | | | |
| 1203 | Option 3 - Technical services in | LH | | |

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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) | | |
| 3201 | Option 1 (OPN) | 1.0 Lot | |
| 320101 | Funding A4 (OPN) | | |
| 320102 | Funding A7 (OPN) | | |
| 3202 | Option 2 (OPN) | 1.0 Lot | |
| 320201 | Funding A8 (OPN) | | |
| 3203 | Option 3 (OPN) Option | 1.0 Lot | |

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) Option | LH | | | |
| 4201 | Option 5 - Technical services in support of TOMAHAWK simulated missiles and support equipment. (OPN) Option | LH | | | |

For ODC Items:

| | | | |
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| Item | Supplies/Services | Qty | Unit | Est. Cost |
|------|---|-----|------|-----------|
| 6000 | Prime and Subcontractor Material and Travel (with burden, no fee) | | | |
| 6200 | Option 4 (OPN) Option | 1.0 | Lot | |
| 6201 | Option 5 (OPN) 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:

Base Period - [REDACTED]

Option 1 - [REDACTED]

Option 2 - [REDACTED]

Option 3 - [REDACTED]

Option 4 - [REDACTED]

Option 5 - [REDACTED]

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,

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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 | OPN | 1201 | ON OR BEFORE 12/30/06 |
| 2 | OPN | 1202 | ON OR BEFORE 12/30/07 |
| 3 | OPN | 1203 | ON OR BEFORE 12/30/08 |
| 4 | OPN | 4200 | ON OR BEFORE 5/5/09 |
| 5 | OPN | 4201 | 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.

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 (AURVs) 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 (AURSs), All Up Round Volumetric Shapes (AURVSs), 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, AURSs, AURVSs, 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, AURSs, AURVSs, 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)

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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, AURVs, 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, AURVs, 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 (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.

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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 NUWC DIVNPT 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.

(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.

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(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 (APR 2008)

(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 applicable state and local requirements.

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(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 at:

<http://www.nuwc.navy.mil/npt/Visit/visit.htm>

(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.nuwc.navy.mil/npt/Visit/visit.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 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.nuwc.navy.mil/npt/Visit/visit.htm>

(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.

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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

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 – 9/30/08 |
| Option 3 | 1203, 3203 | From 10/1/08 – 4/4/09 |
| Option 4 | 4200, 6200 | From 4/5/09 – 9/30/09 |
| Option 5 | 4201, 6201 | From 10/1/09 – 9/30/10 |

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

GIS 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 - AUG 2007) (NOV 2008)

(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 (NUWCDIVNPT) utilizes the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this order. 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 order 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/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The 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 TTTTTT 0 068342 2D 000000 333333333333
AA: 1781811.H230 310 TTTTTT 0 068342 2D 000000 444444444444

(3) 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.

(c) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

| |
|---|
| Send Additional Email Notification To: |
| <u>vivian.hilton@navy.mil</u> |
| <u>michael.bova@navy.mil</u> |

(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 NUWCDIVNPT WAWF point of contact, Jerry Palmer at

401-832-1645 or gerard.palmer@navy.mil (alternate: Catharine Costakos at 401-832-1488, catharine.costakos@navy.mil). For financial questions about WAWF, please contact Barbara Sangeado at 401-832-4952 or barbara.sangeado@navy.mil

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GI0S 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 and Negotiator for this order are:

NEGOTIATOR AND PRIME POINT OF CONTACT

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

Task Order Ordering Officer

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

GI1S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(MAY 2006)

(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.

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(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), (22), (25), (29), (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

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

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: 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

Alternate TOM is Ms. Vivian Hilton, Code 4114, Telephone: (401) 832-9042

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

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(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.

Accounting Data

| SLINID | PR Number | Amount |
|---|------------------|------------|
| 120001 | N66604-5297-8042 | [REDACTED] |
| LLA : | | |
| A1 97X4930.NH6A 000 77777 0 066604 2F 000000 41140A835356 | | |
| Standard Number: 1 | | |

MOD 1

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

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

MOD 3

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

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

MOD 4

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

MOD 5

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

MOD 7

| | | |
|---|------------------|------------|
| 320102 | N66604-7138-3290 | [REDACTED] |
| LLA : | | |
| A7 1751810.81HH 253 SASUB 0 068342 2D 000000 HH0GN0000000 | | |

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Standard Number: 0104546
Reference: RCP# N0002405WX30467, ACRN AB (I837397)

MOD 8

120104 N66604-7208-4460-2007 [REDACTED]
LLA :
A7 1751810.81HH 253 SASUB 0 068342 2D 000000 HH0GN0000000
Standard Number: 0109966

MOD 9

120201 N66604-7254-4317 [REDACTED]
LLA :
A8 97X4930.NH6A 000 77777 0 066604 2F 000000 41140B837347
Standard Number: 00114051

320201 N66604-7243-4324 [REDACTED]
LLA :
A8 97X4930.NH6A 000 77777 0 066604 2F 000000 41140B837347
Standard Number: 0114051

MOD 11

120202 N66604-8059-3755 [REDACTED]
LLA :
A9 97X4930.NH6A 000 77777 0 066604 2F 000000 41140D838398
Standard Number: 0128205

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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)

The total funding obligated for the entire task order remains \$223,024.00. 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: May 30, 2008

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 the task order unless otherwise specified. The Contractor shall immediately advise the Task Order Ordering Officer, in

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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 (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 05-2467 (Rev.-5) as of 08/21/2007 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? 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 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 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