

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 28	3. EFFECTIVE DATE 29-Apr-2010	4. REQUISITION/PURCHASE REQ. NO. N66604-0109-7317		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NUWC, NEWPORT DIVISION Simonpietri Drive, Building 11 Newport RI 02841-1706 jessica.brule@navy.mil 401-832-4831	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. 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-N404
		10B. DATED (SEE ITEM 13) 08-Nov-2005
CAGE CODE 1HQ30	FACILITY CODE 035529804	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Unilateral: FAR 52.232-22 'Limitation of Funds (APR 1984)'

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Anne-Marie J Rosa, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Anne-Marie J Rosa (Signature of Contracting Officer)	16C. DATE SIGNED 29-Apr-2010
(Signature of person authorized to sign)			

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GENERAL INFORMATION

Distribution: KR, 0221, DFAS-HQ0339, 4114/V. Hilton, 1193CLO/J. Feirouz

FSC: R421

NUWCDIVNPT Control #: 102962

NUWCDIVNPT Requisition #(s): N66604-0109-7317

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

The purpose of this modification is to add an increment of funding.

SECTION B - Establish new SLIN as follows: 410104.

SECTION G - LLA (C8/410104) is added by this modification.

SECTION H - Change Clause H31S to reflect additional funds.

All other task order terms and conditions remain unchanged.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

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

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1100	Base Period - Technical services in support of TOMAHAWK simulated missiles and support equipment. (O&MN,N)	1.0 Lot	██████████	██████████	\$363,113.00
110001	Incremental Funding (O&MN,N)				
110002	Incremental Funding (O&MN,N)				
110003	Incremental Funding (O&MN,N)				
110004	Incremental Funding (O&MN,N)				
110005	Incremental Funding (O&MN,N)				
110006	Incremental Funding (O&MN,N)				
1101	Option 1 - Technical services in support of TOMAHAWK simulated missiles and support equipment. (O&MN,N)	9480.0 LH	██████████	██████████	\$331,989.00
110101	Funding A7 (O&MN,N)				
110102	Funding A8				

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(O&MN,N)

110103 Funding ACRN A9
(O&MN,N)

110104 Funding ACRN B1
(O&MN,N)

110105 Funding ACRN B2
(O&MN,N)

110106 Funding ACRN B3
(O&MN,N)

110107 Funding ACRN B4
(O&MN,N)

1102	Option 2 - Technical services in support of TOMAHAWK simulated missiles and support equipment. (O&MN,N)	9480.0 LH	██████████	██████████	\$333,379.00
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110201 Funding ACRN B5
(O&MN,N)

110202 Funding ACRN B6
(O&MN,N)

110203 FUNDING ACRN B6
(O&MN,N)

110204 FUNDING ACRN B7
(O&MN,N)

110205 B6 \$130,000.00
(O&MN,N)

110206 B6 \$26,500.00
(O&MN,N)

110207 B8 \$16,000.00
(O&MN,N)

110208 B9 \$10,000.00
(O&MN,N)

110209 C1 \$21,879.00
(O&MN,N)

1103	Option 3 - Technical services in support of TOMAHAWK simulated missiles and support equipment. (O&MN,N)	9480.0 LH	██████████	██████████	\$344,814.00
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110301 C2 \$150,000.00
(O&MN,N)

110302 C3 \$2,700.00
(O&MN,N)

110303 C5 \$95,000.00
(O&MN,N)

110304 C6 \$20,000.00
(O&MN,N)

110305 C5 \$67,114.00
(O&MN,N)

110306 C5 \$10,000.00
(O&MN,N)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

3000	Prime and Subcontractor Material and Travel (with burden, no fee)			\$0.00
3101	Option 1 (O&MN,N)	1.0	Lot	\$25,511.00
310101	Funding A7 (O&MN,N)			
310102	Funding A8 (O&MN,N)			
310103	Funding B1 (O&MN,N)			
310104	Funding B4 (O&MN,N)			
3102	Option 2 (O&MN,N)	1.0	Lot	\$32,504.00
310201	Funding ACRN B5 (O&MN,N)			
310202	FUNDING ACRN B7 (O&MN,N)			
310203	B6 \$16,504.00 (O&MN,N)			
3103	Option 3 (O&MN,N)	1.0	Lot	\$49,304.00
310301	C3 \$14,500.00 (O&MN,N)			
310302	C4 \$18,000.00 (O&MN,N)			

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310303 C5 \$5,000.00
(O&MN,N)

310304 C6 \$10,000.00
(O&MN,N)

310305 C5
(\$11,800.00-\$10,000.00 to
\$1,800.00 in Mod
23) (O&MN,N)

For Cost Type Items:

4000 Technical services in support of TOMAHAWK simulated missiles and support equipment.

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4101	Option 5 - Technical services in support of TOMAHAWK simulated missiles and support equipment. (O&MN,N)	9480.0	LH	██████████	██████████	\$335,572.00

410101 C7 \$125,000.00
(O&MN,N)

410102 C8 \$25,000.00
(O&MN,N)

410103 C8 \$55,503.00
(O&MN,N)

410104 C8 \$130,269.00
(O&MN,N)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Prime and Subcontractor Material and Travel (with burden, no fee)			

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\$0.00

6101 Option 5 (O&MN,N) 1.0 Lot \$29,697.00

610101 C7 \$25,000.00
(O&MN,N)

610102 C8 \$4,697.00
(O&MN,N)

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 - 9,480 hours

Option 1 - 9,480 hours

Option 2 - 9,480 hours

Option 3 - 9,480 hours

Option 5 - 9,480 hours

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

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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	OMN	1101 & 3101	ON OR BEFORE 12/30/06
2	OMN	1102 & 3102	ON OR BEFORE 12/30/07
3	OMN	1103 & 3103	ON OR BEFORE 12/30/08
5	OMN	4101 & 6101	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.

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.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1.0 INTRODUCTION

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

2.0 SCOPE

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

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

3.0 APPLICABLE DOCUMENTS

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

3.1 Government Specifications and Standards

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

3.2 Government Furnished Information (GFI)

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

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

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

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

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

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

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

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

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

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

4.0 REQUIREMENTS

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

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

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

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

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

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

4.2 Task 2: TOMAHAWK Missile Electronic Simulation Devices

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

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

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

4.3 Task 3: Laboratory Technical Support

The contractor shall provide technical and material support required for engineering studies, design change implementation and for rapid prototyping/production for all TOMAHAWK Shapes, AURs, AURVSSs, 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

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CDRL A004.

4.5 Task 5: Hazardous Material Control

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

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

4.6 Task 6: Training and Certification

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

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

5.0 PERFORMANCE

5.1 Place of Performance

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

5.3 Travel

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

6.0 QUALITY SURVEILLANCE & PERFORMANCE STANDARDS

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

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

C16S COST AND PERFORMANCE REPORTING (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 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.

(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 NUWC DIVNPT Code .

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

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

C23S FACILITIES (SEP 2004)

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

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

C24S SECURITY REQUIREMENTS (OCT 2004)

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

C25S ACCESS TO GOVERNMENT SITE (OCT 2009)

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

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

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.

(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 NUWC DIVNPT site. This document is available under "Contractor Info" at:

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<http://www.navsea.navy.mil/nuwc/newport/docs/Forms/AllItems.aspx>

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

(d) The contractor shall ensure that each contractor employee who is resident at any NUWC DIVNPT 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 NUWC DIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/External%20ISO14001_2009%20Training.pdf

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWC DIVNPT, 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 NUWCDIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).
- (e) All copies of CDRL items under this task order, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport

Contract, Order, and ELIN Numbers

Report Title

Date of Report

Contractor Name (division which generated the report)

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

Contractor's Business Address

Task Order Dollar Amount

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

D24S PROHIBITED PACKING MATERIALS (JUN 2004)

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

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SECTION E INSPECTION AND ACCEPTANCE

E14S INSPECTION AND ACCEPTANCE OF SERVICES (AUG 2005)

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

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SECTION F DELIVERABLES OR PERFORMANCE

F1S PERIOD OF PERFORMANCE (MAY 2006)

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

CLIN - DELIVERIES OR PERFORMANCE

ITEM	CLIN	PERFORMANCE PERIOD
Base Period	1100	From 11/8/05 – 9/30/06
Option 1	1101, 3101	From 10/23/06 – 9/27/07
Option 2	1102, 3102	From 09/28/07 – 9/27/08
Option 3	1103, 3103	From 09/28/08 – 9/27/09
Option 5	4101, 6101	From 9/28/09 – 9/27/10

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 NUWCDIVNPT or other locations, as required by the statement of work.

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SECTION G CONTRACT ADMINISTRATION DATA

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

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

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

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Undersea Warfare Center Division, Newport, Rhode Island (NUWC DIVNPT) utilizes the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this 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/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information

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

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

Type of Document

x	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI) Contractors MUST attach a completed SF-1035 in WAWF
Applies to CLINs/SLINS: ALL	
Issue DODAAC	N66604
Admin DODAAC	S0514A
Pay Office DODAAC	HQ0339
DCAA Auditor	HAA05B
Service Approver DODAAC	N66604

ATTN CONTRACTORS:

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

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

(4) Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

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

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

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

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

GI0S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (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

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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: joan.purcell@navy.mil

Task Order Ordering Officer

Name: Elizabeth Alexander

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

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

Email: elizabeth.alexander@navy.mil

G11S 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.

(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).

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(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 02642

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 individuals as the Task Order Manager (TOM) and ALT (TOM) for this task order:

TOM:

Name: Michael Bova

Code: 4114

Mailing Address: Naval Undersea Warfare Center Division, Newport,

1176 Howell Street, Building: 1371, Room: 123, Newport, RI 02841

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

ALT TOM:

Name: Vivian Hilton

Code: 4114

Mailing Address: Naval Undersea Warfare Center Division, Newport,
1176 Howell Street, Newport, RI 02841

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

(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.

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Accounting Data

SLINID	PR Number	Amount
110001	N66604-5300-1141	25000.00
LLA :		
A1 97X4930.NH6A 000 77777 0 066604 2F 000000 41140F836006		
Standard Number: 1		
110002	N66604-5300-1341	60000.00
LLA :		
A2 97X4930.NH6A 000 77777 0 066604 2F 000000 41140Y836006		
Standard Number: 2		

BASE Funding 85000.00
Cumulative Funding 85000.00

MOD 01

110003	N66604-5364-6718	15000.00
LLA :		
A3 97X4930.NH6A 000 77777 0 066604 2F 8A0049 41140X836026		
Standard Number: 3		

MOD 01 Funding 15000.00
Cumulative Funding 100000.00

MOD 02

110004	N66604-6059-0928	45000.00
LLA :		
A4 97X4930.NH6A 000 77777 0 066604 2F 000000 41140A836386		
Standard Number: 0031741		

MOD 02 Funding 45000.00
Cumulative Funding 145000.00

MOD 03

110005	N66604-6115-5264	100000.00
LLA :		
A5 97X4930.NH6A 000 77777 0 066604 2F 000000 41140K836066		
Standard Number: 0031741		

MOD 03 Funding 100000.00
Cumulative Funding 245000.00

MOD 04

110006	N66604-6177-9763	118000.00
LLA :		
A6 97X4930.NH6A 000 77777 0 066604 2F 000000 41140E836076		
Standard Number: 0031741		

MOD 04 Funding 118000.00
Cumulative Funding 363000.00

MOD 06

110101	N66604-6291-3936	15000.00
LLA :		
A7 97X4930.NH6A 000 77777 0 066604 2F 000000 41140A837097		
Standard Number: 0031741		

110102	N66604-6291-3938	15000.00
LLA :		
A8 97X4930.NH6A 000 77777 0 066604 2F 000000 41140B837097		
Standard Number: 0031741		

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310101 N66604-6291-3937 1000.00
 LLA :
 A7 97X4930.NH6A 000 77777 0 066604 2F 000000 41140A837097
 Standard Number: 0031741

310102 N66604-6291-3940 1000.00
 LLA :
 A8 97X4930.NH6A 000 77777 0 066604 2F 000000 41140B837097
 Standard Number: 0031740

MOD 06 Funding 32000.00
 Cumulative Funding 395000.00

MOD 07

110103 N66604-6325-9285 42500.00
 LLA :
 A9 97X4930.NH6A 000 77777 0 066604 2F 000000 41140B837387
 Standard Number: 0031741

MOD 07 Funding 42500.00
 Cumulative Funding 437500.00

MOD 08

110104 N66604-6333-0618 210000.00
 LLA :
 B1 97X4930.NH6A 000 77777 0 066604 2F 000000 41140B837037
 Standard Number: 0031741

310103 N66604-6333-0619 8000.00
 LLA :
 B1 97X4930.NH6A 000 77777 0 066604 2F 000000 41140B837037
 Standard Number: 0031741

MOD 08 Funding 218000.00
 Cumulative Funding 655500.00

MOD 09

110105 N66604-7052-4952 15000.00
 LLA :
 B2 97X4930.NH6A 000 77777 0 066604 2F 000000 41140J837057
 Standard Number: 0091051

MOD 09 Funding 15000.00
 Cumulative Funding 670500.00

MOD 10

110106 N66604-7059-7202 30000.00
 LLA :
 B3 97X4930.NH6A 000 77777 0 066604 2F 000000 41140B837047
 Standard Number: 0092223

MOD 10 Funding 30000.00
 Cumulative Funding 700500.00

MOD 11

110107 N66604-7087-6557 4489.00
 LLA :
 B4 97X4930.NH6A 000 77777 0 066604 2F 000000 41140B843037
 Standard Number: 0097245

310104 N66604-7088-6670 15511.00
 LLA :
 B4 97X4930.NH6A 000 77777 0 066604 2F 000000 41140B843037
 Standard Number: 0097245

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MOD 11 Funding 20000.00
Cumulative Funding 720500.00

MOD 12

110201 N66604-7256-5632 19000.00
LLA :
B5 97X4930.NH6A 000 77777 0 066604 2F 000000 41140V837037
Standard Number: 0114429

310201 N66604-7256-5633 1000.00
LLA :
B5 97X4930.NH6A 000 77777 0 066604 2F 000000 41140V837037
Standard Number: 0114429

MOD 12 Funding 20000.00
Cumulative Funding 740500.00

MOD 14

110202 N66604-7305-8904 25000.00
LLA :
B6 97X4930.NH6A 000 77777 0 066604 2F 000000 41140Q838008
Standard Number: 0118785

MOD 14 Funding 25000.00
Cumulative Funding 765500.00

MOD 15

110203 N66604-7341-3064 70000.00
LLA :
B6 97X4930.NH6A 000 77777 0 066604 2F 000000 41140Q838008
Standard Number: 0121144

MOD 15 Funding 70000.00
Cumulative Funding 835500.00

MOD 16

110204 N66604-8009-6243 15000.00
LLA :
B7 97X4930.NH6A 000 77777 0 066604 2F 000000 41140S843078
Standard Number: 0123653

310202 N66604-8009-6244 15000.00
LLA :
B7 97X4930.NH6A 000 77777 0 066604 2F 000000 41140S843078
Standard Number: 0123653

MOD 16 Funding 30000.00
Cumulative Funding 865500.00

MOD 17

110205 N66604-8057-3212 130000.00
LLA :
B6 97X4930.NH6A 000 77777 0 066604 2F 000000 41140Q838008
Standard Number: 0127951

310203 N66604-8057-3213 16504.00
LLA :
B6 97X4930.NH6A 000 77777 0 066604 2F 000000 41140Q838008
Standard Number: 0127951

MOD 17 Funding 146504.00
Cumulative Funding 1012004.00

MOD 18

110206 N66604-8210-0909 26500.00
LLA :

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B6 97X4930.NH6A 000 77777 0 066604 2F 000000 41140Q838008
Standard Number: 0150168

110207 N66604-8210-0911 16000.00

LLA :

B8 97X4930.NH6A 000 77777 0 066604 2F 000000 41140D838018
Standard Number: 0150168

110208 N66604-8210-0912 10000.00

LLA :

B9 97X4930.NH6A 000 77777 0 066604 2F 000000 41140R838008
Standard Number: 0150168

110209 N66604-8210-0915 21879.00

LLA :

C1 97X4930.NH6A 000 77777 0 066604 2F 000000 41140K838008
Standard Number: 0150168

MOD 18 Funding 74379.00
Cumulative Funding 1086383.00

MOD 19

110301 N66604-8259-2183 150000.00

LLA :

C2 97X4930.NH6A 000 77777 0 066604 2F 000000 41140N838028
Standard Number: 0162494

110302 N66604-8259-2184 2700.00

LLA :

C3 97X4930.NH6A 000 77777 0 066604 2F 000000 41140C838048
Standard Number: 0162494

310301 N66604-8259-2186 14500.00

LLA :

C3 97X4930.NH6A 000 77777 0 066604 2F 000000 41140C838048
Standard Number: 0162494

310302 N66604-8260-2468 18000.00

LLA :

C4 97X4930.NH6A 000 77777 0 066604 2F 000000 41140L838098
Standard Number: 0162494

MOD 19 Funding 185200.00
Cumulative Funding 1271583.00

MOD 20

110303 N66604-9043-0614 95000.00

LLA :

C5 97X4930.NH6A 000 77777 0 066604 2F 000000 41140U839029
Standard Number: 0193793

310303 N66604-9043-0615 5000.00

LLA :

C5 97X4930.NH6A 000 77777 0 066604 2F 000000 41140U839029
Standard Number: 0193793

MOD 20 Funding 100000.00
Cumulative Funding 1371583.00

MOD 21

110304 N66604-9105-1121 20000.00

LLA :

C6 97X4930.NH6A 000 77777 0 066604 2F 000000 41140B843039
Standard Number: 0206297

310304 N66604-9105-1122 10000.00

LLA :

C6 97X4930.NH6A 000 77777 0 066604 2F 000000 41140B843039
Standard Number: 0206297

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MOD 21 Funding 30000.00
Cumulative Funding 1401583.00

MOD 22

110305 N66604-9121-3807 67114.00
LLA :
C5 97X4930.NH6A 000 77777 0 066604 2F 000000 41140U839029
Standard Number: 0209414

310305 N66604-9121-3808 11800.00
LLA :
C5 97X4930.NH6A 000 77777 0 066604 2F 000000 41140U839029
Standard Number: 0209414

MOD 22 Funding 78914.00
Cumulative Funding 1480497.00

MOD 23

310305 N66604-9121-3808 (10000.00)
LLA :
C5 97X4930.NH6A 000 77777 0 066604 2F 000000 41140U839029
Standard Number: 0209414

MOD 23 Funding -10000.00
Cumulative Funding 1470497.00

MOD 24

110306 N66604-9236-3462 10000.00
LLA :
C5 97X4930.NH6A 000 77777 0 066604 2F 000000 41140U839029
Standard Number: 0230709

MOD 24 Funding 10000.00
Cumulative Funding 1480497.00

MOD 25

410101 N66604-9254-6948 125000.00
LLA :
C7 97X4930.NH6A 000 77777 0 066604 2F 000000 41140S839019
Standard Number: 0234842

610101 N66604-9254-6949 25000.00
LLA :
C7 97X4930.NH6A 000 77777 0 066604 2F 000000 41140S839019
Standard Number: 0234842

MOD 25 Funding 150000.00
Cumulative Funding 1630497.00

MOD 26

410102 N66604-0022-4094 25000.00
LLA :
C8 97X4930.NH6A 000 77777 0 066604 2F 000000 41140Z830010
Standard Number: 0254184

MOD 26 Funding 25000.00
Cumulative Funding 1655497.00

MOD 27

410103 N66604-0063-0517 55303.00
LLA :
C8 97X4930.NH6A 000 77777 0 066604 2F 000000 41140Z830010
Standard Number: 0261335

610102 N66604-0063-0518 4697.00
LLA :

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C8 97X4930.NH6A 000 77777 0 066604 2F 000000 41140Z830010
Standard Number: 0261335

MOD 27 Funding 60000.00
Cumulative Funding 1715497.00

MOD 28

410104 N66604-0109-7317 130269.00
LLA :
C8 97X4930.NH6A 000 77777 0 066604 2F 000000 41140Z830010
Standard Number: 0268755

MOD 28 Funding 130269.00
Cumulative Funding 1845766.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

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

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

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

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

H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (JAN 2008)

Additional funds are hereby provided for continued performance. The total funding obligated for the entire task order is therefore increased from \$1,715,497.00 by \$130,269.00 to \$1,845,766.00. 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: Sept 27, 2010

H38S TECHNICAL INSTRUCTIONS (FEB 2009)

(a) A Technical Instruction (TI) is written guidance or specific direction to the contractor within the scope of the task order Statement of Work (SOW).

(b) When necessary, the Government will issue Technical Instructions (TI's) to provide clarification or details of specific tasks set forth in the task order Statement of Work (SOW). However, TI's may not be used to:

- (1) assign work not covered by the scope of the task order (it is not a modification to the task order),
- (2) direct a change as defined in the contract clause entitled "Changes",
- (3) increase or decrease the task order's estimated cost, its fixed fee or award fee, its total level of effort, or the time required for contract performance; or
- (4) change any of the terms, conditions or specifications of the basic contract or task order.

(c) Normally, the Task Order Manager (TOM) will issue the TI, although it may be issued by the Task Order Ordering/Contracting Officer. The TI may be based on technical discussions with the Contractor. However, the TOM can only perform one of the following functions: (1) initiate the requirement for the task order, (2) place TI's, or (3) perform receipt, inspection, and acceptance of the services. If circumstances preclude an individual TOM from performing a single function, then, at a minimum, the individual TOM responsible for placing the TI shall not perform receipt, inspection, and acceptance.

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(d) In an urgent situation, if funding is already available (see paragraph (f)), the TOM may provide oral direction to the contractor, but any oral direction must be formalized in writing within 5 working days. A TI is effective only after it is signed by the TOM and delivered, mailed, or electronically transmitted to a contractor representative. Subsequent TIs may revise the original TI. The contractor shall not initiate work unless the work has been defined by a TI.

(e) As a minimum, TI's shall include the following data:

(1) Contract number, task order number and TI number,

(2) Effective date (if different from date of the TI),

(3) Technical directions or clarifications, stated in a clear and unambiguous fashion

(4) Specific reference to relevant SOW paragraphs, deliverables, quantities, due date, SLINs, color of funding, government cost estimate, and total labor hours to be expended.

(f) Regardless of whether the TI is first transmitted orally or in writing, no cost will be incurred unless appropriate funding is available on this task order.

(g) If the Contractor believes that a TI constitutes a change, the Contractor shall not perform the affected portion of the work; and shall contact the TOM immediately for further clarification and direction.

(h) In the event that an issue cannot be resolved between the contractor and the TOM, the Contractor shall contact the Task Order Ordering/Contracting Officer for clarification and direction.

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 NUWC DIVNPT 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 (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

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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:

WAGE DETERMINATION #2005-2467 REV (07), 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:

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.

52.222-54 Employment Eligibility Verification (Jan 2009)

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

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

(1) Means any item of supply that is—

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

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

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

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

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

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

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

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

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

(b) *Enrollment and verification requirements.*

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

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

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

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

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

(i) *All new employees.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) *Is for—*

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

(ii) Construction;

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

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(3) Includes work performed in the United States.

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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