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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 2 | |
| 2. AMENDMENT/MODIFICATION NO. 20 | 3. EFFECTIVE DATE 01-Dec-2010 | 4. REQUISITION/PURCHASE REQ. NO. N66604-6137-6593-992 | | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY CODE | N66604 | 7. ADMINISTERED BY (If other than Item 6) CODE | | S0514A |

NUWC, NEWPORT DIVISION
Simonpietri Drive, Building 11
Newport RI 02841-1706
michael.h.broomfield@navy.mil 401-832-8469

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

| | | |
|--|-------------------------|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Epsilon Systems Solutions, Inc. 9242 Lightwave Ave., Suite 100 San Diego CA 92123-6404 | | 9A. AMENDMENT OF SOLICITATION NO. |
| | | 9B. DATED (SEE ITEM 11) |
| | [X] | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4048-N407 |
| | | 10B. DATED (SEE ITEM 13) 06-Dec-2006 |
| 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. |
| [] | |
| [X] | 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: |
| [] | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor [X] 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) | |
| | | Michael H Broomfield, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | | BY /s/Michael H Broomfield | 02-Dec-2010 |
| | | (Signature of Contracting Officer) | |

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|----------------------------------|----------------------------|----------------------------------|----------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 2 of 2 | FINAL |
|----------------------------------|----------------------------|----------------------------------|----------------|-------|

GENERAL INFORMATION

Distribution: KR, 0221, DFAS-HQ0339, 8133/J. Roklan, 8133/A. Hoffman, 119CLO/M. Merriwether

FSC: R421

NUWCDIVNPT Control Number: 110879

NUWCDIVNPT Requisition Number: N66604-6137-6593-992

NUWCDIVNPT POC: Michael H. Broomfield (See Block 6 of the Task Order cover page for e-mail address and telephone number.

Mod 20: The purpose of this Administrative Modification is to:

1. Incorporate DFARS Clause 252.239-7001, Information Assurance Contractor Training and Certification.
2. Incorporate DFARS Clause 252.239-7000, Protection Against Compromising Emanations.

SECTION I - Add DFARS Clause 252.239-7001, Information Assurance Contractor Training and Certification.

Add DFARS Clause 252.239-7000, Protection Against Compromising Emanations.

All other terms and conditions remain unchanged.

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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 1 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

1000 Technical and operational support services for Code 81, Weapons Analysis Facilities.

| Item | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|---|-----|------|-----------|-----------|------|
| 1100 | Base period - SCC funds to be used. (WCF) | | | | | |
| 110001 | Funding A1 (WCF) | | | | | |
| 1200 | Option 1 - SCC funds to be used. (WCF) | | | | | |
| 120001 | Funding A1 (WCF) | | | | | |
| 120002 | A1 (WCF) | | | | | |
| 120003 | A1 [REDACTED] (WCF) | | | | | |
| 120004 | A1 [REDACTED] (WCF) | | | | | |
| 1300 | Option 2 - SCC funds to be used. (WCF) | | | | | |
| 130001 | A1 [REDACTED] (WCF) | | | | | |
| 130002 | A1 [REDACTED] (WCF) | | | | | |
| 130003 | A1 [REDACTED] (WCF) | | | | | |
| 130004 | A1 [REDACTED] (WCF) | | | | | |

For ODC Items:

| Item | Supplies/Services | Qty | Unit | Est. Cost |
|------|--|-----|------|-----------|
| 3000 | Prime and Subcontractor Materials and Travel (with | | | |

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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 2 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

burdens and no
fee)

3100 Materials and
Travel (WCF)

310001 Funding A1 (WCF)

3200 Option 1 -
Materials and
Travel (WCF)

320001 Funding A1 (WCF)

3300 Materials and
Travel (WCF)

330001 A1
(W

330002 A1
(W

330003 A1
(W

For Cost Type Items:

| Item | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|--|-----|------|-----------|-----------|------|
| 4100 | Option 3 - SCC funds to be used. (WCF) | | | | | |
| 410001 | A1 (W | | | | | |
| 410002 | A1 (W | | | | | |
| 410003 | A1 (W | | | | | |
| 4200 | Op fu (W | | | | | |
| 420001 | A1 (W | | | | | |

For ODC Items:

| Item | Supplies/Services | Qty | Unit | Est. Cost |
|--------|-------------------------------|-----|------|-----------|
| 6100 | Materials and Travel (WCF) | | | |
| 610001 | A1 (WCF) | | | |

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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 3 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

610002 A1 [REDACTED]
(WC

6200 Mat [REDACTED] [REDACTED]
Tra

620001 A11 [REDACTED]
(WC

B30S LEVEL OF EFFORT - TERM (MAR 2010)

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

| Item | Manhours | |
|----------|-----------------|-----------------|
| | Contractor Site | Government Site |
| Base | [REDACTED] | [REDACTED] |
| Option 1 | [REDACTED] | [REDACTED] |
| Option 2 | [REDACTED] | [REDACTED] |
| Option 3 | [REDACTED] | [REDACTED] |
| Option 4 | [REDACTED] | [REDACTED] |

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

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

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

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

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

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

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

- (1) Requiring the Contractor to continue performance, subject to the provisions of the limitation of cost clause, or, as applicable, the limitation of funds clause, until the effort expended equals 100% of the original level of effort or of the fee bearing portion of the last upward revision; or
- (2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the original level of effort or the fee bearing portion of the last upward revision.

(f) Within thirty days after completion of the base period and each exercised option, the Contractor shall submit the following

| | | | | |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 4 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

information in writing directly to the Task Order Ordering Officer, the COR and the Defense Contract Audit Agency office to which vouchers are submitted.

- (1) The total number of man-hours of direct labor expended;
- (2) A breakdown of this total showing the number of man-hours expended in each direct labor classification utilized for performance, including the identification of the key employees utilized;
- (3) The Contractor's estimate of the total allowable cost incurred under the task order.
- (4) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

B42S OPTIONS (JUN 2005)

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

| Option No. | Line Item | Exercise Date - No Late Than |
|------------|-----------|------------------------------|
| 1 | 1200/3200 | 2007 DEC 30 |
| 2 | 1300/3300 | 2008 DEC 30 |
| 3 | 4100/6100 | 2009 DEC 30 |
| 4 | 4200/6200 | 2010 DEC 30 |

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 (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.

| | | | | |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 5 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1.0 Background.

The Torpedo Systems Department (Code 81) of the Naval Undersea Warfare Center Division, Newport (NUWC DIVNPT) is the Navy's Center for warfare systems including: launchers, torpedoes, tactical systems, underwater targets, multi-weapon simulators, and weapon systems. In pursuit of its mission, Code 81 develops, maintains, manages, and operates unique and specialized computer laboratory facilities and resources to support research, development, simulation, test and evaluation.

NUWC DIVNPT also has been tasked with the responsibility for all hardware-in-the-loop (HWIL) torpedo simulation efforts. This mandate covers all torpedoes (heavyweight/lightweight) and includes related systems such as targets, models, support and test equipment, operational software, software tools, countermeasures, and Unmanned Undersea Vehicles (UUVs).

The Undersea Vehicles Simulation and Analysis Center Branch Code 8133 including the Weapons Analysis Facility (WAF), of the Fleet Operational Readiness Division (813) is responsible for meeting the dedicated computer requirements for all torpedo simulation efforts. Dedicated mission critical computer laboratory resources and other resources are an integral part of virtually every significant weapon system. As such, Code 8133 is responsible for assuring the quality, security, safety, reliability, and maintainability of all these resources. This responsibility includes providing technical and operational services for these resource facilities.

The WAF is a unique facility and allows for the exploration and synthesis of new software-based architecture and design concepts for the development and evaluation of advanced undersea weapon and countermeasure systems. The WAF facility provides the resources necessary to deliver software in support of the production, operation and maintenance of Lightweight and Heavyweight Torpedoes. The WAF also serves as the test and evaluation environment for the nations torpedo programs. The additional requirements imposed by the Base Realignment and Consolation process has made the resources provided by the WAF even more essential to the current and future Fleet mission capabilities. The WAF allows NUWC DIVNPT to maintain leadership in its assigned responsibilities in submarine-launched torpedo design studies and proof of concept. The Torpedo Analysis Facility (TAF) in Australia was created and validated in 2005/2006 timeframe for similar WAF capability for Heavyweight Torpedo Analysis.

2.0 Scope

This procurement provides for technical and operational support services for Code 81 Facilities (located in Buildings 106, 148 and Building 1346 2nd and 3rd floors) including computer resources, operational support of Computer Operations for Weapons Systems projects and programs, and Automated Information System (AIS) Security operations in the WAF and throughout Code 81 Facilities. These services shall include weapons' simulators operations, computer systems operations and maintenance, computer specialist/technical services, operational and configuration support, and AIS Security.

3.0 Applicable Documents

In accordance with current acquisition reform tenets, the contractor shall use appropriate contractor in-house procedures and industry standards, in lieu of Government specifications and standards. The following documents are provided for information and guidance.

A. Standards:

1. MIL-STD-1472 Human Engineering Design Criteria for Military Systems, Equipment, and Facilities.

B. Instructions:

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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 6 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

1. OPNAVINST 1500.8L Navy Training Planning Process in Support of New Developments, 17 January 1985.
2. NAVEDTRA 110A Procedures for Instructional Systems Development, 10 September 1981.
3. OPNAVINST 5239.2 Department of the Navy Automatic Data Processing Security Program.
4. OPNAVINST 5100 Series Navy Occupational Safety and Health (NAVOSH) Program.
5. NUWCDIVNPTINST 5500.4B Naval Undersea Warfare Center Division Newport Security Manual
6. NUWCDIVNPTINST 5090.3D Hazardous Material Control Program
7. NUWCDIVNPTINST 5100.5B Occupational Safety and Health (OSH) Program
8. NAVMATINST 4130.1A Configuration Management Regulation
9. NAVMATINST 4130.2 Configuration Management of Computer Software

C. Manuals

1. Code 80 Media Management Library Procedures.
2. Code 80 AIS Standard Operating Procedures Manual
3. Code 80 Library Tracking and Procedures Manual
4. OEM Technical Instructions and Specifications
5. Code 80 Laboratory Standard Operating Procedures Manual
6. WAF Standard Operating Procedures
7. WAF Software Configuration Management Plan
8. WAF Users Guide
9. Code 81 Torpedo Systems Department Security Guide

4.0 Requirements

Utilizing GFI 6.0 and applicable documents 3.0 C.1 through C.9, the contractor shall perform the following tasks:

4.1 Task A – Weapons’ Simulators Operations

The contractor shall provide operational services for WAF real-time weapon simulators. Specifically:

- a. Operate weapons’ simulators ensuring that the appropriate computing resources are available

for simulation execution, that appropriate weapon(s) are correctly powered up and all required and associated equipment including cooling is operational in accordance with GFI 6.1 and 6.2.

- b. Conduct system checks using setups specified to verify correct simulator operation before initiating runs.
- c. Perform simulation runs in accordance with GFI 6.2.

| | | | | |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 7 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

- d. Record required informational data per weapon specification.
- e. Perform data backup for Facility user files.
- f. Perform routine/periodic backups for all Facility computer resources.
- g. Identify and recover from system failures in accordance with GFI 6.2.
- h. Identify potential scheduling conflicts and report findings.
- i. Enable/Secure all computer resources and ensure all weapons and auxiliary equipment are correctly powered up/down.
- j. Analyze/document/perform corrective action for simulation anomalies.
- k. Develop notices about Standard Operating Procedures (SOP's), reports, and training and operational manuals for the Facility simulations and systems.
- l. Perform configuration audits.
- m. Perform preventative maintenance in accordance with GFI 6.1
- n. Construct implementation plans and document simulation upgrades and new installations.
- o. Audit and document simulator configurations addressing plant account and AIS security requirements.

4.1.1 Schedule/Deliverables

The contractor shall provide monthly Weapons Simulators Operations status reports in accordance with CDRL item A001.

4.1.2 Performance Standards

Simulator performance Tasks a. through o. are identified and documented. Documentation and recommendations are specific and technically/operationally sound and delivered in a timely manner in accordance with CDRLs A001 and A002.

4.2 Task B – Systems Operation and Maintenance

The contractor shall provide technical services for the Weapons Analysis Facility, and the Royal Australian Navy Torpedo Analysis Facility (TAF) (Australia), the Code 81 computer laboratory facilities and their resources. The Weapons Analysis Facility shall be staffed six (6) days per week (Monday – Saturday) 24 hours. Although work shall be performed during the specified hours, it may be necessary to vary these schedules accordingly in view of equipment availability, scheduling, and/or other considerations as they arise. Foreign and domestic travel for execution of these technical services may be required.

The contractor shall perform operation services that include the following:

- a. Equipment Operations: All computer system devices and peripheral equipment shall be operated, and operating system oriented programs maintained, at peak performance levels. System shutdowns, restarts and back-up procedures shall be performed to maintain integrity. General purpose preventative maintenance shall be performed in accordance with GFI 6.1 Facility Maintenance Plan. The contractor shall provide the following services;
- b. System Monitoring: Monitor Facility environment, usage, equipment operational status, supply inventories, security breeches and system errors and faults reports. Generate and maintain status reports and event logs.

| | | | | |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 8 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

c. Documentation: Generate and maintain documentation applicable to system specifications, programs, operational instructions and production control procedures for the Code 81 facilities in accordance with GFI 6.2.

d. Scheduling: Develop computer operations and processing schedules. The status of these schedules shall be reviewed for accuracy, timely delivery of products and efficient utilization of resources.

e. Data Manipulation: Data preparation, transcription, entry, and processing shall be done for any system oriented requirement. Distribute, bind and reproduce data in accordance with proper security control procedures. Develop and implement production control procedures for inputting data, internal processing and output dispositions.

f. Procedures: All records and files generated for or used by AIS equipment shall have establish procedures for the operations, maintenance, documentation, and delivery. Develop presentations for SOP reports, training and operational manuals for the systems in each facility. Audit and document simulator configuration addressing plant account and AIS security requirements.

g. Technical Services: Provide hardware and software training for scientists, engineers, and administrative users. Analyze, document, and perform corrective action for system anomalies. Coordinate with Government Facility Manager (on and offsite) to arrange, adjust and fix down systems in a timely manner. Perform vendor diagnostics in accordance with GFI 6.3 to return systems to operational status. Perform configuration audits; construct implementation plans, and document simulation upgrades and new installations on all systems.

h. Performance Monitoring: Provide performance monitoring and tuning, which includes establish new performance baselines following major hardware and software additions to the systems.

i. Equipment Installation: Install hardware and software upgrades to systems and peripherals. This task shall be carried out in accordance with all applicable vendor specifications using GFI 6.4.

j. Systems Software: Perform system software modifications. This task shall be carried out in accordance with all applicable vendor specifications using GFI 6.4.

4.2.1 Schedule/Deliverables

The contractor shall provide Systems Operation and Maintenance status reports for services provided or accomplished in accordance with CDRL item A002.

4.2.2 Performance Standards

System Operation and Maintenance Tasks a. through j. are identified and documented. Recommendations are specific and technically/operationally sound and delivered in a timely manner. Status reports and event logs are clear and concise and kept current.

4.3 Task C – Facilities Management and Administration

The contractor shall perform management and administrative services associated with operation of AIS facilities as defined below.

a. Design, implement and administer an automated AIS inventory and configuration control system. The contractor shall perform equipment relocation and replacement, cabling, and other logistics necessary for effective operation of the AIS facility.

b. Define, prepare and/or maintain operational plans, financial plans, management tools, and planning documents. Provide plans to establish and maintain effective AIS operations.

c. Define, prepare and/or maintain operational tools such as management plans, training plans, project structures plans of actions and milestone charts, critical path milestone charts, and tracking systems.

| | | | | |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 9 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

d. Develop and present training material covering Test and Evaluation, AIS Laboratory Security, Configuration Management Training, AIS Laboratory Tools, Techniques, and Procedures, and Training and user assistance in AIS laboratory resources.

e. Define, prepare and/or maintain system documentation, including hardware and software system configuration.

f. Maintain system accounting function, user accounts, and usage documentation.

4.3.1 Schedule/Deliverables

The contractor shall provide Management, Financial and Training Plans, AIS Lab Security reports, and status reports in accordance with CDRL item A003.

4.3.2 Performance Standards

All Facility Management and Administration tasks a. through f. plans and documentation are accurate and up-to-date.

4.4 Task D – Computer Specialist and Technical Services

The contractor shall provide technical services for the facility users. These services shall include installation, maintenance, troubleshooting, and configuration recommendations utilizing Government-Furnished Material (GFM). The contractor shall install, maintain, document, and repair communications networks and systems, workstations, and peripherals. This task also includes:

- a. Computer Aided Drawings (CAD) of the cabling layout and network topology for the facility
- b. Detailed design drawings of the WAF Network Infrastructure
- c. Torpedo hardware diagnostics, repair and setup for simulation exercises using GFI 6.6.
- d. Information Assurance Vulnerability Alerts (IAVA) Installations using GFI 6.7.

4.4.1 Schedule/Deliverables

The contractor shall provide Customer Service status reports in accordance with CDRL item A004.

4.4.2 Performance Standards

Facility performance has not degraded, and all logs are accurate and up-to-date.

4.5 Task E – Automated Information System (AIS) Security

The contractor shall provide AIS systems and facility security requirements services. The contractor shall provide services to establish and maintain Facilities Plans and Procedures that consist of:

Risk Management – The contractor shall identify all equipment and related assets and assign an estimated replacement dollar value to each, in the following four loss impact areas: modification, destruction, disclosure, and denial of service. Identify the threats and vulnerabilities to equipment and recommend appropriate countermeasures to these threats. Establish a probable frequency of occurrence of the identified threats based on historical records, interviews and other records. Calculate an Annual Loss Expectancy (ALE) for the identified resources in each impact category. Analyze and recommend cost effective countermeasures to reduce ALE. Products developed under this task include:

- Asset and Identification and Valuation Report
- Threat and Vulnerability Analysis

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 10 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

- Annual Loss Expectancy Computational Analysis
- Countermeasure Evaluation Analysis

Contingency Planning – The contractor shall recommend AIS laboratory priorities, equipment, personnel and other elements required to operate in support of Weapon Programs. Identify and evaluate potential back-up sites meeting operating requirement. Test contingency plans, prepare reports on the test results, and modify plans as dictated by the test results and the Designated Approved Authority (DAA). Plans developed under this task include measures to be taken in the event of:

- Limited Loss of Resources
- Operations Interruption
- Major Damage
- Bomb Threat
- Approaching Storm
- Fire

Security Test and Evaluation (ST&E) – The contractor shall identify existing countermeasures for the vulnerabilities to high priority threats, design effectiveness tests for each individual countermeasure and, for more than one countermeasure in unison, execute the effectiveness tests, evaluate the test results and report findings. Task to be performed include:

- ST&E Plan Development
- ST&E Plan Execution

Plans/Procedures/Accreditation Documentation – The contractor shall prepare and/or update AIS security planning/accreditation documentation, develop and or update security instruction and procedures, and develop other security related documents and duties such as:

- Information Assurance Vulnerability Alerts (IAVA) using GFI 6.7.
- WAF Laboratory Access Levels using GFI 6.8
- Local Registration Authority (LRA) for Public Key Infrastructure (PKI) Certificates and Registration using GFI 6.9

4.5.1 Schedule/Deliverables

The contractor shall provide (AIS) Security documentation and status reports in accordance with CDRL item A005.

4.5.2 Performance Standards

Risk, contingency, security and documentation are technically accurate, kept current, and are provided in a timely manner.

4.6 Task F – Configuration Management

The contractor shall provide hardware/software configuration management services for the real-time weapons simulators. The contractor shall maintain an Inventory Control Database for hardware in the Code 81 Facilities to address items, spares, availability and location, and update SOP reports using GFI 6.10.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 11 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

4.6.1 Schedule/Deliverables

The contractor shall provide Configuration Management status reports in accordance with CDRL item A006.

4.6.2 Performance Standards

Database is accurate, current and accessible to required parties.

4.7 Task G – Computer Operations Management and Administration

The contractor shall perform administrative services associated with the operation of Code 81 Laboratory and AIS facilities as defined below. The contractor shall:

- a. Perform data preparation, transcription, entry, and processing.
- b. Define, prepare and/or maintain operational plans, financial plans, management tools, and planning documents. Provide plans to establish and maintain effective AIS operations.
- c. Define, prepare and/or maintain operational tools such as management plans, training plans, project structures plans of actions and milestone charts, critical path milestone charts, and tracking systems.
- d. Maintain central repository (library) of source program statements, object programs, and related control parameters on various types of media. Maintain, document, control and update all records and files in the library.
- e. Define, prepare and/or maintain system documentation, including hardware and software system configuration.
- f. Interface with foreign and domestic customers to resolve hardware/software performance issues.

4.7.1 Schedule/Deliverables

The contractor shall provide Computer Operations Management and Administration status reports in accordance with CDRL item A007.

4.7.2 Performance Standards

Computer Operations and Management and Administration Tasks a. through f. are accurate, controlled, maintained and up-to-date.

5.0 Progress Reports

The contractor shall provide status cost data in accordance with Clause C16 – COST AND PERFORMANCE REPORTING (MAY 2001).

6.0 Government Furnished Information (GFI)

6.1 Facility Maintenance Plan

6.2 Code 81 Standard Operating Procedures (SOP)

6.3 Vendor Specific Diagnostics

6.4 Vendor Specification

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 12 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

6.5 Royal Australian Navy (RAN) Torpedo Analysis Facility (TAF) documentation

6.6 Weapon Specific Performance Specifications

6.7 Information Assurance Vulnerability Alerts (IAVA)

6.8 WAF Laboratory Access Levels

6.9 Local Registration Authority (LRA) for PKI (Public Key Infrastructure) Certificates and Registration

6.10 Inventory Control Hardware Database and Standard Operation Procedures (SOP) reports

7.0 QUALITY SURVEILLANCE AND 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 in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the performance standards defined in individual task paragraphs. Responsiveness will be evaluated based upon the government's experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to the negotiated costs.

C16S COST AND PERFORMANCE REPORTING (MAR 2010)

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

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

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

(2) Scope and Content.

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

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

(3) Submission and Approval.

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

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

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

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 13 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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

(2) Content.

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

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

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

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

(v) Report all trips and significant results.

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

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

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

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

(3) Submission and Approval.

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

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

(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.

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

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 14 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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 NACLCL.

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:
<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 ISO14001_2009 Training.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.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 15 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION D PACKAGING AND MARKING

D11S PRESERVATION, PACKAGING, PACKING AND MARKING (MAY 2006)

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)

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)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 16 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 17 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 18 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION F DELIVERABLES OR PERFORMANCE

F1S PERIOD OF PERFORMANCE (JUN 2010)

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

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

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

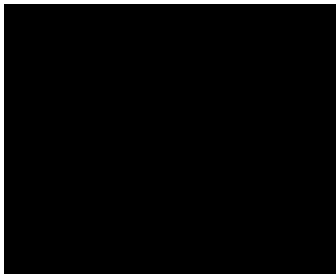
| | Line Items | Performance Period |
|----------|------------|--------------------|
| Base | 1100/3100 | 12/6/06 - 9/30/07 |
| Option 1 | 1200/3200 | 10/1/07 - 9/30/08 |
| Option 2 | 1300/3300 | 10/1/08 - 9/30/09 |
| Option 3 | 4100/6100 | 10/1/09 - 9/30/10 |
| Option 4 | 4200/6200 | 10/1/10 - 9/30/11 |

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 NUWC DIVNPT and Contractor's facility or other locations, as required by the statement of work.

| | % of Manhours |
|----------|---|
| | Contractor's Site Government Site |
| Base |  |
| Option 1 | |
| Option 2 | |
| Option 3 | |
| Option 4 | |

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 19 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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 (*Contracting Officer/Negotiator check all that apply.*)

| | |
|--------------------------------|---|
| X | Cost Voucher (Cost Reimbursable, T&M , LH, or FPI) Contractors MUST attach a completed SF-1035 in WAWF |
| Applies to CLINs/SLINS: | |
| 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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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 20 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(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: |
| andrea.hoffman@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 NUWCDIVNPT 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.**

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (SEP 2010)

(

(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

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 21 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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

(c) The Task Order Ordering Officer is:

Name: Diane Christensen

Telephone: Commercial: 401-832-1445; DSN: 432-1445
Fax: Commercial: 401-832-4820; DSN: 432-4820

Email: christensenc@npt.navy.mil

d) The Task Order Negotiator is:

Name: Anne-Marie J. Rosa

Telephone: Commercial: 401-832-7651; DSN: 432-7651
Fax: Commercial: 401-832-4820; DSN: 432-4820

Email: anne-marie.rosa@navy.mil

(e) Ombudsman for the Naval Undersea Warfare Center Division, Newport, RI, is:

Name: David J. Rego

Commercial Phone: 401-832-1766; DSN: 432-1766

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

Email: david.rego@navy.mil

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(JUN 2010)

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

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

(3) Conduct post-award orientation conferences.

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

(44) Perform engineering analyses of contractor cost proposals.

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

(46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 22 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.

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

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

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

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

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

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

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

Name: Ms. Kerry Coleman

Title: Program Manager

Mailing Address: 1272 West Main Road, Building II, Middletown, RI 02842

E-mail Address: kcoleman@epsilonsystems.com

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

G17S COR APPOINTMENT (JUN 2010)

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

Name: Andrea Hoffman

Code: 8133

Mailing Address:
Naval Undersea Warfare Center Division, Newport
1176 Howell Street, Building:106, Newport
RI 02841

Telephone: Commercial: (401)-832-1521; DSN 432-1521

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

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

Name: N/A

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 23 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Code:

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

Telephone:

Commercial (401)-

DSN 432-

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

```

Accounting Data
SLINID  PR Number          Amount
-----
110001  N66604-6321-8789
LLA :
Al 97X4930.NH6A 000 77777 0          330881B010
Standard Number: 0056847

BASE Funding 50000.00
Cumulative Funding 50000.00

MOD 01

110001  N66604-7023-8999
LLA :
Al 97X4930.NH6A 000 77777 0          330881B010
Standard Number: 0056847

310001  N66604-7023-9036
LLA :
Al 97X4930.NH6A 000 77777 0          330881B010
Standard Number: 0056847

MOD 01 Funding
Cumulative Fund

MOD 02

110001  N66604-7192-7945
LLA :
Al 97X4930.NH6A 000 77777 0 066        30881B010
Standard Number: 0056847

MOD 02 Funding
Cumulative Fun

MOD 03

120001  N66604-7242-2018
LLA :

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| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4048 | N407 | 20 | 24 of 34 | |

A1 97X4930.NH6A 000 77777 0 066604 2F 000000 81330881B010
Standard Number: 0113196

MOD 03 Funding [REDACTED]
Cumulative Func [REDACTED]

MOD 04

320001 N66604-7291-6706 [REDACTED]

LLA :

A1 97X4930.NH6A 000 77777 0 066604 2F 000000 81330881B010
Standard Number: 0113196

MOD 04 Funding [REDACTED]
Cumulative Fun [REDACTED]

MOD 05

120002 N66604-8016-7590 [REDACTED]

LLA :

A1 97X4930.NH6A 000 77777 0 066604 2F 000000 81330881B010
Standard Number: 0113196

MOD 05 Funding [REDACTED]
Cumulative Fun [REDACTED]

MOD 06

120003 N66604-8116-3025 [REDACTED]

LLA :

A1 97X4930.NH6A 000 77777 0 066604 2F 000000 81330881B010
Standard Number: 0113196

MOD 06 Funding [REDACTED]
Cumulative Fun [REDACTED]

MOD 07

120004 N66604-8232-5730 [REDACTED]

LLA :

A1 97X4930.NH6A 000 77777 0 066604 2F 000000 81330881B010
Standard Number: 0113196

MOD 07 Funding [REDACTED]
Cumulative Fund [REDACTED]

MOD 08

130001 N66604-8247-8962 [REDACTED]

LLA :

A1 97X4930.NH6A 000 77777 0 066604 2F 000000 81330881B010
Standard Number: 0159135

330001 N66604-8253-0224 [REDACTED]

LLA :

A1 97X4930.NH6A 000 77777 0 066604 2F 000000 81330881B010
Standard Number: 0159135

MOD 08 Funding [REDACTED]
[REDACTED]

MOD 09

330002 N66604-8302-1884 [REDACTED]

LLA :

A1 97X4930.NH6A 000 77777 0 066604 2F 000000 81330881B010
Standard Number: 0159135

MOD 09 Funding [REDACTED]
Cumulative Fun [REDACTED]

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4048 | N407 | 20 | 25 of 34 | |

MOD 10

130002 N66604-9021-5081 [REDACTED]
 LLA :
 A1 97X4930.NH6A 000 77777 0 066604 2F 000000 81330881B010
 Standard Number: 0159135

MOD 10 Funding [REDACTED]
 Cumulative Fun [REDACTED]

MOD 11

330003 N66604-9040-9874 [REDACTED]
 LLA :
 A1 97X4930.NH6A 000 77777 0 066604 2F 000000 81330881B010
 Standard Number: 0159135

MOD 11 Funding [REDACTED]
 Cumulative Fun [REDACTED]

MOD 12

130003 N66604-9147-8234 [REDACTED]
 LLA :
 A1 97X4930.NH6A 000 77777 0 066604 2F 000000 81330881B010
 Standard Number: 0159135

MOD 12 Funding [REDACTED]
 Cumulative Fun [REDACTED]

MOD 13

130004 N66604-9247-5852 [REDACTED]
 LLA :
 A1 97X4930.NH6A 000 77777 0 066604 2F 000000 81330881B010
 Standard Number: 0159135

MOD 13 Funding [REDACTED]
 Cumulative Fun [REDACTED]

MOD 14

410001 N66604-9247-5855 [REDACTED]
 LLA :
 A1 97X4930.NH6A 000 77777 0 0 [REDACTED] 00 81330881B010
 Standard Number: 0233616

610001 N66604-9247-5931 [REDACTED]
 LLA :
 A1 97X4930.NH6A 000 77777 0 066604 2F 000000 81330881B010
 Standard Number: 0233616

MOD 14 Funding [REDACTED]
 Cumulative Fun [REDACTED]

MOD 15

410002 N66604-0015-3088 [REDACTED]
 LLA :
 A1 97X4930.NH6A 000 77777 0 066604 2F 000000 81330881B010
 Standard Number: 0233616

MOD 15 Funding [REDACTED]
 Cumulative Fun [REDACTED]

MOD 16

410003 N66604-0138-0934 [REDACTED]
 LLA :
 A1 97X4930.NH6A 000 77777 0 066604 2F 000000 81330881B010

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4048 | N407 | 20 | 26 of 34 | |

Standard Number: 0233616

MOD 16 Funding
Cumulative Fun

MOD 17

330003 N66604-9040-9874
LLA :
A1 97X4930.NH6A 000 77777 0 066604 2F 000000 81330881B010
Standard Number: 0159135

MOD 17 Funding
Cumulative Fun

MOD 18

610002 N66604-0239-8006
LLA :
A1 97X4930.NH6A 000 77777 0 066604 2F 000000 81330881B010
Standard Number: 0233616

MOD 18 Funding
Cumulative Fun

MOD 19

420001 N66604-0244-8508
LLA :
A1 97X4930.NH6A 000 77777 0 066604 2F 000000 81300881B010
Standard Number: 0298067

620001 N66604-0244-8517
LLA :
A1 97X4930.NH6A 000 77777 0 066604 2F 000000 81300881B010
Standard Number: 0298067

MOD 19 Funding
Cumulative Fun

MOD 20 Funding
Cumulative Fun

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 27 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION H SPECIAL CONTRACT REQUIREMENTS

H14S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-4

(a) In accordance with FAR 9.505-4, whereas the statement of work for this task order requires access to proprietary data of other companies the Contractor must agree with the other companies to (1) protect their information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished. The Contractor agrees to furnish copies of such agreements to the Task Order Ordering Officer before accepting possession of such data. The Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this task order if such additional work is procured competitively.

(b) For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

(c) The Contractor shall, within 15 days after the effective date of this task order, provide a written certification to the Task Order Ordering Officer that all employees, agents and subcontractors involved in the performance of this task order have been informed of the provisions of this clause.

(d) Any subcontractor which performs any work relative to this task order shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The prohibitions imposed by this clause may be waived by the Task Order Ordering Officer.

(f) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the task order for default and/or resort to such other rights and remedies as provided for under this task order and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.

(g) The Government may administratively modify the contract to list agreements between the Contractor and third parties into the task order.

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.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 28 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (JAN 2008)

Additional funds are hereby provided for continued performance. The total funding obligated for performance is increased from [REDACTED]. The clause entitled "Limitation of Funds (FAR 52.232-22)" applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this order.

NUWC Accrual Date: September 30, 2011

H52S PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT (FEB 2007)

None of the services required by this task order shall be subcontracted to or performed by persons other than the contractor, the contractor's employees, or those subcontractors (as listed below) which were proposed and approved in the initial offer, without the prior written approval of the Task Order Ordering Officer.

Subcontractors Manhours

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 4.

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

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

(c) All Government Property furnished under this task order shall be returned to NUWCDIVNPT at the completion of the task order unless otherwise specified. The Contractor shall immediately advise the Task Order Ordering Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

H81S TRAVEL COSTS AND RESPONSIBILITIES (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

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 29 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

may occur as a result of such joint travel. When a contractor is a passenger in a vehicle rented by the government, liability would be limited to the terms set out in the U.S. Car Rental Agreement in effect at the time of any incident.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

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

Wage Determination #: 2005-2467 Revision: 9 Area: RI, Statewide

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

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

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

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

The site will provide the appropriate WD.

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 30 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION I CONTRACT CLAUSES

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

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010)

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

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (SEP 2000)

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

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

52.222-54 Employment Eligibility Verification (Jan 2009)

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

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

(1) Means any item of supply that is—

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

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

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

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

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

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

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

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

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 31 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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).

(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

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 32 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(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

(3) Includes work performed in the United States.

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

(a) *Definitions.*

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 33 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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

(b) The Contractor-

(1) Agrees not to-

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

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

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

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

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

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4048 | DELIVERY ORDER NO. N407 | AMENDMENT/MODIFICATION NO. 20 | PAGE 34 of 34 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION J LIST OF ATTACHMENTS

Contract Data Requirements Listing (CDRL)'s with Addendum

Revised DD Form 254, Contract Security Specification Classification, Revision 1 dated May 29, 2009

Government Property Made Available

Task Order Administration Plan