

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 22-May-2012	4. REQUISITION/PURCHASE REQ. NO. ACQR 2570760	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY SPECIALTY CENTER ACQUISITIONS NAVFAC CODE	N62583	7. ADMINISTERED BY (If other than Item 6) DCMA SAN DIEGO CODE		S0514A

SPECIALTY CENTER ACQUISITIONS NAVFAC
 CODE RAQN0/NAVAL BASE VENTURA COUNTY 1205 MILL RD
 BLDG 850
 PORT HUENEME CA 93043-4347
 patrick.pascua@navy.mil 805-982-5561

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 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-EJG3
		10B. DATED (SEE ITEM 13) 15-Jul-2011
CAGE CODE 1HQ30	FACILITY CODE	

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.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 (CHANGES-FIXED PRICE)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Tobin R. Palmer, Business Development Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cecilia G Marquez, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Tobin R. Palmer (Signature of person authorized to sign)	15C. DATE SIGNED 24-May-2012	16B. UNITED STATES OF AMERICA BY /s/Cecilia G Marquez (Signature of Contracting Officer)	16C. DATE SIGNED 24-May-2012

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GENERAL INFORMATION

1. The purpose of this "no-cost" supplemental agreement is to extend the task order's delivery date from July 20, 2012 to August 31, 2012. All other terms and conditions remain unchanged. 2. Acceptance of this modification by the contractor constitutes an accord and satisfaction and represents payment in full for both time and money and for any and all costs, impact effect, and for delays and disruptions arising out of, or incidental to, the work as herein revised. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$897,875.00 by \$0.00 to \$897,875.00.

The total value of the order is hereby increased from \$897,875.00 by \$0.00 to \$897,875.00.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services	Qty	Unit	Unit Price	Total Price
5000	Overhaul Recompression Chamber, Trident Refit Facility Dive Locker at the Trident Facility, Kings Bay, GA. (O&MN,N)	1.0	LO	\$897,875.00	\$897,875.00

The proposed Task Order type will be Firm Fixed Price (FFP). This contract incorporate pricing, requirements, term and conditions, as specified in contractor's proposal dated June 24, 2011.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

See Attachement - Performance Work Statement

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the Seaport-E Multiple Award Basic contract.

All deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

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

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

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

Refer to Section B and the Performance Work Statement for specific deliverables.

F.1 CLIN Period of Performance

The periods of performance for the following Items are as follows:

5000

7/21/2011 - 8/31/2012

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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SECTION G CONTRACT ADMINISTRATION DATA

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE

Contractors: The contractor's senior technical representative, point of contact for performance under this task order is:

Name: Gary Johnson
Title: Program Manager
Mailing Address: Epsilon Solutions, Inc.
605 Commerce Street
Portsmouth, VA 23707
E-mail Address: gjohnson@epsilonsystems.com
Telephone: (757) 397-0671
FAX: (757) 393-1402

G17S TOM APPOINTMENT

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

Name: Colin McDonald
Title: General Engineer
Mailing Address: 720 Kennon St. Suite 333
Building 36, Floor 3, Room 333
Washington, DC 20374
E-mail Address: colin.mcdonald@navy.mil
Telephone: (202) 433-5358

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

(c) Only the Contracting 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, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, or basic contract PCO has issued a formal modification.

CONTRACTING OFFICER:

Cecilia Marquez
Specialty Center Acquisitions NAVFAC
Code AQ02
Naval Base Ventura County
1100 23RD Avenue, Bldg.1100
Port Hueneme, CA 93043-4347
cecilia.marquez@navy.mil
(805) 982-2172

CONTRACT SPECIALIST:

Patrick Pascua

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Specialty Center Acquisitions NAVFAC
Code AQ03
Naval Base Ventura County
1100 23RD Avenue, Bldg.1100
Port Hueneme, CA 93043-4347
patrick.pascua@navy.mil
(805) 982-5561

5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2008)

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

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

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

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

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

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

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

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

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Name	Email	Phone	Role
Patrick Pascua	patrick.pascua@navy.mil	(805) 982-5561	Accepter
Colin Mcdonald	colin.mcdonald@navy.mil	(202) 433-5358	Inspector
Cecilia Marquez	cecilia.marquez@navy.mil	(805) 982-2172	LPO
NFESC PA	NFESCPAS@navy.mil		
SCAN	NAVFAC_SW_SCCC_INVOICES@navy.mil		

Other terms and conditions are in accordance with Section G of the Seaport-e Multiple Award Basic Contract.

Accounting Data
SLINID PR Number Amount

5000 897875.00
LLA :
AA 1711804 52FM 254 00052 0 068732 2D C0030P 422371ST407Q
Standard Number: N4223711RC0030P

BASE Funding 897875.00
Cumulative Funding 897875.00

MOD 01 Funding 0.00
Cumulative Funding 897875.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

ACCESS TO GOVERNMENT SITES

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any government site. The contractor shall ensure that contractor personnel employed or any government site become familiar with and obey activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry.

(b) All contractor equipment shall be conspicuously marked for identification. The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

CONTRACTUAL AUTHORITY AND COMMUNICATIONS

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this contract.

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

WORK WEEK

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

(b) In any event the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to leave or indirect charges in accordance with company policy.

KEY PERSONNEL

NAVFAC 5252.237-9301 Substitution of Key Personnel (June 1994)

The contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of their persons being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the consent on substitutes. No change in fixed unit price may

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occur as a result of key personnel substitution.

(End of clause)

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SECTION I CONTRACT CLAUSES

IN ACCORDANCE WITH THE SEAPORT-E MULTIPLE AWARD BASIC CONTRACT FOR FIRM FIXED PRICE TASK ORDERS

52.222-41 SERVICE CONTRACT ACT (1965)

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SECTION J LIST OF ATTACHMENTS

Performance Work Statement