

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 95	3. EFFECTIVE DATE 13-Jul-2011	4. REQUISITION/PURCHASE REQ. NO. n/a	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 tim.e.reed1@navy.mil 850-230-7274	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARINC 2551 Riva Road Annapolis MD 21401		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4016-HR02
		10B. DATED (SEE ITEM 13) 27-Mar-2006
CAGE CODE 1WAV4	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)
SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3) Titled 'Agreement of Parties'

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jenetta L Langston, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 15-Jul-2011	16B. UNITED STATES OF AMERICA BY /s/Jenetta L Langston	16C. DATE SIGNED 18-Jul-2011
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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GENERAL INFORMATION

The purpose of this modification is to decrease funding in the amount offer SLIN 100515. Accordingly, said Task Order is modified as follows:

	FROM	BY	TO
FUNDED LABOR			
FUNDED FEE			
TOTAL FUNDED			

The Limitation of Funds Clause is in effect. This Task Order is incrementally funded and FAR Clause 52.2322 titled "Limitation of Funds" (APR 1984) is applicable and in effect. The amount of funding which includes a fixed fee of is the maximum amount reimbursable under this Task Order prior to its modification to provide additional funds. The amount of \$shall not be exceeded until this Task Order is modified to provide additional funding. This amount shall only be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount. The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the funded amount for this Task Order.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from by to .

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
100515	OTHER	1		

The total value of the order is hereby increased from by to .

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF

1001	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Provide services for Engineering and Logistics Support for Special Warfare Programs, per the attached statement of work, DD Form 254 and Contract Data Requirements List. Travel is estimated at annually. This amount should be added to the contractor's proposal. Material is estimated at annually. Prior to purchasing any material exceeding , the contractor shall submit a proposal for material to the Contracting Officer for evaluation and approval. (RDT&E)	46120.0	LH			
100101	Incremental funding (RDT&E)					
100102	Incremental funding (RDT&E)					
100103	Incremental funding (RDT&E)					
100104	Incremental funding (RDT&E)					
100105	Incremental funding (RDT&E)					
100106	Incremental funding (RDT&E)					

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- 100107 Incremental
funding (RDT&E)
- 100108 Incremental
funding (RDT&E)
- 100109 Incremental
funding (RDT&E)
- 100110 Incremental
funding (RDT&E)
- 100111 Incremental
funding (RDT&E)
- 100112 Incremental
funding (RDT&E)
- 100113 Incremental
funding (RDT&E)
- 100114 Incremental
funding (RDT&E)
- 100115 Incremental
funding (RDT&E)
- 100116 Incremental
funding (RDT&E)
- 100117 Incremental
funding (RDT&E)
- 100118 Incremental
funding (RDT&E)
- 100119 Incremental
funding (RDT&E)
- 100120 Incremental
funding (RDT&E)
- 100121 Incremental
funding (RDT&E)
- 100122 Incremental
Funding (RDT&E)
- 100123 Incremental
Funding (RDT&E)
- 100124 Incremental
Funding (RDT&E)
- 100125 Incremental
Funding (RDT&E)
- 100126 Incremental
Funding (RDT&E)
- 100127 Incremental
Funding (RDT&E)
- 100128 Incremental

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Funding (RDT&E)

100129 Incremental
Funding (RDT&E)

100130 Incremental
Funding (RDT&E)

100131 Incremental
Funding (RDT&E)

100132 Incremental
Funding ACRN: GM
PR# 03025381
(RDT&E)

100133 Incremental
Funding ACRN: GN
PR# 02813413
(RDT&E)

1002 OPTION I - TERM 46120.0 LH

FORM TASK ORDER -
SEE FAR
16.306(d)(2)
Provide services
for Engineering
and Logistics
Support for
Special Warfare
Programs, per the
attached
statement of
work, DD Form 254
and Contract Data
Requirements
List. Travel is
estimated at
annually.
This amount
should be added
to the
contractor's
proposal.
Material is
estimated at

annually. Prior
to purchasing any
material
exceeding ,
the contractor
shall submit a
proposal for
material to the
Contracting
Officer for
evaluation and
approval.
(O&MN,R)

100201 PR# 70786311
ACRN:BA
Incrementally
Funded (O&MN,R)

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100202 PR# 70808037
ACRN:AV
Incrementally
funded (O&MN,R)

100203 PR# 70745745
ACRN:AQ
Incrementally
funded (O&MN,R)

100204 PR# 70796851
ACRN:BB
Incrementally
funded (O&MN,R)

100205 PR# 71235261
ACRN: AU
Incrementally
funded (O&MN,R)

100206 PR# 71235266
ACRM' AV
Incrementally
funded (O&MN,R)

100207 PR# 71235270
ACRN: AT
Incrementally
funded (O&MN,R)

100208 PR# 71235271
ACRN: BC
Incrementally
funded (O&MN,R)

100209 PR# 71235272
ACRN: BD
Incrementally
funded (O&MN,R)

100210 PR# 71235273
ACRN: BE
Incrementally
funded (O&MN,R)

100211 PR# 71648435
ACRN: AZ
Incrementally
funded (O&MN,R)

100212 PR# 71926861
ACRN: BF
Incrementally
funded (O&MN,R)

100213 PR# 71926886
ACRN: BG
Incrementally
funded (O&MN,R)

100214 PR# 71926942
ACRN: AZ
Incrementally
funded (O&MN,R)

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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100215 PR# 72043054
ACRN: BH
Incrementally
funded (O&MN,R)

100216 PR# 72203543
ACRN: BJ
Incrementally
funded (O&MN,R)

100217 PR# 72203562
ACRN: BK
Incrementally
funded (O&MN,R)

100218 PR# 72193113
ACRN: BL
Incrementally
funded (O&MN,R)

100219 PR# 72400563
ACRN: BA
Incrementally
funded (O&MN,R)

100220 PR# 72482421
ACRN: BG
Incrementally
funded (O&MN,R)

100221 PR# 72605901
ACRN: BM
Incrementally
funded (O&MN,R)

100222 PR# 72605857
ACRN: BN
Incremenally
funded (O&MN,R)

100223 PR# 72575531
ACRN: BP
Incrementally
funded (O&MN,R)

100224 PR# 72783798
ACRN: BQ
Incrementally
funded (O&MN,R)

100225 PR# 73030786
ACRN: BR
Incrementally
funded (O&MN,R)

100226 PR# 73132971
ACRN: BS
Incrementally
funded (O&MN,R)

100227 PR# 73132970
ACRN: BT
Incrementally
funded (O&MN,R)

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100228 PR# 73112382
ACRN: BU
Incrementally
funded (O&MN,R)

100229 PR# 73461433
ACRN: BV
Incrementally
funded (O&MN,R)

100230 PR# 73461487
ACRN: BW
Incrementally
funded (O&MN,R)

100231 PR# 73461499
ACRN: BX
Incrementally
funded (O&MN,R)

100232 PR# 73461500
ACRN: BY
Incrementally
funded (O&MN,R)

100233 PR# 73398967
ACRN: BZ
Incrementally
funded (O&MN,R)

100234 PR# 73471835
ACRN: CA
Incrementally
funded (O&MN,R)

100235 PR# 80253504
ACRN: CB
Incrementally
funded (O&MN,R)

100236 PR# 80305022
ACRN: BR
Incrementally
funded (O&MN,R)

100237 PR# 80305043
ACRN: CC
Incrementally
funded (O&MN,R)

100238 PR# 80462366
ACRN: CD
Incrementally
funded (O&MN,R)

100239 PR# 80502651
ACRN: CE
Incrementally
funded (O&MN,R)

100240 PR# 80513371
ACRN: CF
Incrementally
funded (O&MN,R)

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100241 PR# 80586506
ACRN: BZ
Incrementally
funded (O&MN,R)

100242 PR# 10062743
ACRN: GX
Incrementally
funded (O&MN,R)

1003 OPTION II - TERM 46120.0 LH
FORM TASK ORDER -
SEE FAR
16.306(d)(2)
Provide services
for Engineering
and Logistics
Support for
Special Warfare
Programs, per the
attached
statement of
work, DD Form 254
and Contract Data
Requirements
List. Travel is
estimated at
annually.
This amount
should be added
to the
contractor's
proposal. Material
is estimated at

annually. Prior
to purchasing any
material
exceeding ,
the contractor
shall submit a
proposal for
material to the
Contracting
Officer for
evaluation and
approval. (OTHER)

100301 PR# 80774996
ACRN: CG
Incrementally
funded (OTHER)

100302 PR# 80848886
ACRN: CH
Incrementally
funded (OTHER)

100303 PR# 80882041
ACRN: CJ
Incrementally
funded (OTHER)

100304 PR# 80955102

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ACRN: CK
Incrementally
funded (OTHER)

100305 PR# 80955110
ACRN: CL
Incrementally
funded (OTHER)

100306 Incremental
Funding (OTHER)

100307 Incremental
Funding (OTHER)

100308 Incremental
Funding (OTHER)

100309 Incremental
Funding (OTHER)

100310 Incremental
Funding (OTHER)

100311 Incremental
Funding (OTHER)

100312 Incremental
Funding (OTHER)

100313 Incremental
Funding (OTHER)

100314 Incremental
Funding (OTHER)

100315 Incremental
Funding (OTHER)

100316 Incremental
Funding (OTHER)

100317 Incremental
Funding (OTHER)

100318 Incremental
Funding (OTHER)

100319 Incremental
Funding (OTHER)

100320 PR #83301181
ACRN: DB
Incremental
Funding (OTHER)

100321 PR #8240263 ACRN:
DC
Incremental
Funding (OTHER)

100322 PR #83240267
ACRN: DD
Incremental
Funding (OTHER)

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100323 PR #83240269
ACRN: DE
Incremental
Funding (OTHER)

100324 PR #90082341
ACRN: DF
Incremental
Funding (OTHER)

100325 PR #90156683
ACRN: DG
Incremental
Funding (OTHER)

100326 PR #90218284
ACRN: DH
Incremental
Funding (OTHER)

100327 PR #03238328
Incremental
Funding (OTHER)

100328 PR #03238330
Incremental
Funding (OTHER)

100329 PR #03238332
Incremental
Funding (OTHER)

100330 PR #03471162
Incremental
Funding (OTHER)

100331 PR #03471168
Incremental
Funding (OTHER)

100332 PR #10315103
Incremental
Funding (OTHER)

1004 OPTION III - TERM 46120.0 LH
FORM TASK ORDER -
SEE FAR
16.306(d)(2)
Provide services
for Engineering
and Logistics
Support for
Special Warfare
Programs, per the
attached
statement of
work, DD Form 254
and Contract Data
Requirements
List. Travel is
estimated at
annually.
This amount
should be added

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to the
contractor's
proposal.
Material is
estimated at

annually. Prior
to purchasing any
material
exceeding ,
the contractor
shall submit a
proposal for
material to the
Contracting
Officer for
evaluation and
approval. (OTHER)

100401 PR #90716105
ACRN: DM
Incremental
Funding (OTHER)

100402 PR #90798201
ACRN: DJ
Incremental
Funding (OTHER)

100403 PR #90798221
ACRN: DK
Incremental
Funding (OTHER)

100404 PR #90798224
ACRN: DL
Incremental
Funding (OTHER)

100405 PR #90756498
ACRN: DD
Incremental
Funding (OTHER)

100406 PR #90756513
ACRN: DN
Incremental
Funding (OTHER)

100407 PR #90766601
ACRN: DD
Incremental
Funding (OTHER)

100408 PR #90860137
ACRN: DP
Incremental
Funding (OTHER)

100409 PR #90860141
ACRN: DQ
Incremental
Funding (OTHER)

100410 PR #90850026

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ACRN: DR
Incremental
Funding (OTHER)

100411 PR #91134029
ACRN: DS
Incremental
Funding (OTHER)

100412 PR #91134031
ACRN: DT
Incremental
Funding (OTHER)

100413 PR #91134032
ACRN: DD
Incremental
Funding (OTHER)

100414 PR #91134034
ACRN: DV
Incremental
Funding (OTHER)

100415 PR #91134035
ACRN: DX
Incremental
Funding (OTHER)

100416 PR #91134038
ACRN: DY
Incremental
Funding (OTHER)

100417 PR #91358067
ACRN: DZ
Incremental
Funding (OTHER)

100418 PR #91744461
ACRN: EA
Incremental
Funding (OTHER)

100419 PR #92110992
ACRN: EB
Incremental
Funding (OTHER)

100420 PR #92121063
ACRN: EC
Incremental
Funding (OTHER)

100421 PR #92121081
ACRN: ED
Incremental
Funding (OTHER)

100422 PR #92121080
ACRN: EE
Incremental
Funding (OTHER)

100423 PR #92434005

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ACRN: EF
Incremental
Funding (OTHER)

100424 PR #92434007
ACRN: EG
Incremental
Funding (OTHER)

100425 PR #92464781
ACRN: EH
Incremental
Funding (OTHER)

100426 PR #92666744
ACRN: EJ
Incremental
Funding (OTHER)

100427 PR #92464781
ACRN: EK
Incremental
Funding (OTHER)

100428 PR #93495265
ACRN: EL
Incremental
Funding (OTHER)

100429 PR #93495268
ACRN: EM
Incremental
Funding (OTHER)

100430 PR #93495273
ACRN: EN
Incremental
Funding (OTHER)

100431 PR #00401964
ACRN: EP
Incremental
Funding (OTHER)

100432 PR #00401973
ACRN: EQ
Incremental
Funding (OTHER)

100433 PR #00401975
ACRN: ER
Incremental
Funding (OTHER)

100434 PR #00401978
ACRN: ES
Incremental
Funding (OTHER)

100435 Incremental
Funding ACRN: GV
PR# 02448576
(OTHER)

100436 Incremental

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Funding ACRN: GK
PR# 02428256
(OTHER)

100437 Incremental
Funding ACRN: GY
PR# 02510294
(OTHER)

100438 Incremental
Funding ACRN: GW
PR# 03511683
(OTHER)

100439 Incremental
Funding ACRN: GZ
PR# 10701733
(OTHER)

1005 OPTION IV - TERM 46120.0 LH
FORM TASK ORDER -
SEE FAR
16.306(d)(2)
Provide services
for Engineering
and Logistics
Support for
Special Warfare
Programs, per the
attached
statement of
work, DD Form 254
and Contract Data
Requirements
List. Travel is
estimated at
annually.
This amount
should be added
to the
contractor's
proposal. Material
is estimated at

annually. Prior
to purchasing any
material
exceeding ,
the contractor
shall submit a
proposal for
material to the
Contracting
Officer for
evaluation and
approval. (OTHER)

100501 Incremental
Funding ACRN: ET
PR # 00624370
(OTHER)

100502 Incremental
Funding ACRN: EU
PR # 00705395

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(OTHER)

100503 Incremental
Funding ACRN: EV
PR# 00755860
(OTHER)

100504 Incremental
Funding ACRN: EW
PR# 00888001
(OTHER)

100505 Incremental
Funding ACRN: EX
PR# 01040621
(OTHER)

100506 Incremental
Funding ACRN: EY
PR# 00978981
(OTHER)

100507 Incremental
Funding ACRN: EZ
PR# 00978983
(OTHER)

100508 Incremental
Funding ACRN: FA
PR# 00978982
(OTHER)

100509 Incremental
Funding ACRN: FB
PR# 01172392
(OTHER)

100510 Incremental
Funding ACRN: FC
PR# 001172290
(OTHER)

100511 Incremental
Funding ACRN: FD
PR# 01313579
(OTHER)

100512 Incremental
Funding ACRN: FE
PR# 01313580
(OTHER)

100513 Incremental
Funding ACRN: FF
PR# 01485401
(OTHER)

100514 Incremental
Funding ACRN: FG
PR# 01535629
(OTHER)

100515 Incremental
Funding ACRN: FH
PR# 01535633

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(OTHER)

100516 Incremental
Funding ACRN: FJ
PR# 01586140
(OTHER)

100517 Incremental
Funding ACRN: FK
PR# 01698411
(OTHER)

100518 Incremental
Funding ACRN: FL
PR# 01758944
(OTHER)

100519 Incremental
Funding ACRN: FM
PR# 01750006
(OTHER)

100520 Incremental
Funding ACRN: FN
PR# 01750008
(OTHER)

100521 Incremental
Funding ACRN: FP
PR# 01750009
(OTHER)

100522 Incremental
Funding ACRN: FQ
PR# 01750011
(OTHER)

100523 Incremental
Funding ACRN: FR
PR# 01750014
(OTHER)

100524 Incremental
Funding ACRN: FS
PR# 02032813
(OTHER)

100525 Incremental
Funding ACRN: FT
PR# 02315914
(OTHER)

100526 Incremental
Funding ACRN: FU
PR# 02315928
(OTHER)

100527 Incremental
Funding ACRN: FV
PR# 02315940
(OTHER)

100528 Incremental
Funding ACRN: FW
PR# 02315942

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(OTHER)

100529 Incremental
Funding ACRN: FX
PR# 02315943
(OTHER)

100530 Incremental
Funding ACRN: FY
PR# 02315944
(OTHER)

100531 Incremental
Funding ACRN: FZ
PR# 02468845
(OTHER)

100532 Incremental
Funding ACRN: GA
PR# 02468851
(OTHER)

100533 Incremental
Funding ACRN: GB
PR# 02468854
(OTHER)

100534 Incremental
Funding ACRN: GC
PR# 02468866
(OTHER)

100535 Incremental
Funding ACRN: GD
PR# 02468867
(OTHER)

100536 Incremental
Funding ACRN: GE
PR# 02468869
(OTHER)

100537 Incremental
Funding ACRN: GF
PR# 02468870
(OTHER)

100538 Incremental
Funding ACRN: GG
PR# 02448581
(OTHER)

100539 Incremental
Funding ACRN: GH
PR# 02448631
(OTHER)

100540 Incremental
Funding ACRN: GJ
PR# 02448633
(OTHER)

100541 Incremental
Funding ACRN: GK
PR# 02428299

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(OTHER)

100542 Incremental
Funding ACRN: GL
PR# 02458707
(OTHER)

100543 Incremental
Funding ACRN: GP
PR# 03005076
(OTHER)

Labor Hours (LH)

EXERCISE OF OPTIONS

The award Term provisions in Section H of the contract apply to option items 1002, 1003, 1004, 1005, 2002, 2003, 2004, and 2005. If elected, award term options will be exercised prior to the end of the then current contract year. For example, the option for Year 2 (CLIN 1002) will be exercised prior to the end of Base Year, the option Year 3 (CLIN 1003) will be exercised prior to end of Year 2, and so on. Exercise of options for performance beyond the expiration of the basic contract of 4 April 2010 is contingent on the basic contract being extended by the PCO.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

See attached Statement of Work.

ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE RESTRICTION

Due to the OCI clause that applies to this order the following restrictions apply to the statement of work 3.1 for the following programs: SEAL Delivery Vehicle (SDV) and 3.5 Dry Deck Shelter (DDS), MK V Special Operations Craft (SOC), Hydrographic Mapping Unit (HMU), Semi-Autonomous Hydrographic Reconnaissance Vehicle (SAHRV), Swimmer Transport Device (STD), Surface Planning Wet Submersible (SPWS), Collection Delivery Vehicle (CDV), BPS, and MARIS:

1. The contractor shall not provide Program Office support for the Technical effort.
2. The contractor shall not provide Technical Support for the Program Office support effort.

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (NOV 1996)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it

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may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompitation for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.5052, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the

Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final and is not subject to the clause of this contract entitled "DISPUTES" (FAR 52.2331).

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

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SECTION D PACKAGING AND MARKING

Ship To Address

Naval Support Activitiy Panama City

Attn: Receiving Officer

100 Vernon Avenue

Panama City Beach, FL 32407-7018

FOB: Destination

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance

Inspection and acceptance of all deliverables will be by Government personnel at the Naval Surface Warfare Center, Panama City, Florida.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

PERIOD OF PERFORMANCE

The current award term; term 04, is 22 March 2010 through 23 March 2011; however, the complete period of performance is the date of Task Order award through 23 March 2011.

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SECTION G CONTRACT ADMINISTRATION DATA

The Period of Performance for payment purposes begins from Task Order Award date through the end period of performance date identified in Section F.

Contract Specialist
Nicole Anderson, B32
110 Vernon Ave
Panama City Fl 32407-7001
nicole.a.anderson1@navy.mil
850-235-5386

Task Order Manager
Charles D. Lee, E12
110 Vernon Ave
Panama City, FL 32407
charles.d.lee@navy.mil
850-235-5456

Assistant Task Order Manager
Nancy J. Chamberlain, E15
110 Vernon Ave
Panama City, FL 32407
nancy.chamberlain@navy.mil
850-234-4144

NSWCPC - G12 INVOICE INSTRUCTIONS (WAWF)

a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. 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 contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator.

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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 check all that apply)

<input type="checkbox"/>	Invoice (FFP Supply & Service)
<input type="checkbox"/>	
<input type="checkbox"/>	Invoice and Receiving Report Combo (FFP Supply)
<input type="checkbox"/>	
<input type="checkbox"/>	Invoice as 2-in-1 (FFP Service Only)
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
<input type="checkbox"/>	
<input type="checkbox"/>	Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (contracting officer complete appropriate information as applicable)

Issue DODAAC	N61331
Admin DODAAC	S2101A
Pay Office DODAAC	HQ0338
Inspector DODAAC	S2101A

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Service Acceptor DODAAC	S2101A
Service Approver DODAAC	S2101A
Ship To DODAAC	See Section F
DCAA Auditor DODAAC	N/A
LPO DODAAC	N61331
Inspection Location	See Section E
Acceptance Location	See Section E

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: stephen.mahan@navy.mil
nancy.chamberlain@navy.mil
Rowena.trzeciak@navy.mil

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for

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payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866-618-5988 number or the NSWC Panama City WAWF point of contact June Fordham at (850) 234-4755 or june.fordham@navy.mil. The NSWC Panama City WAWF alternate point of contact is Colette Hazard at (850) 235-5363 or colette.hazard@navy.mil.

Accounting Data

SLINID	PR Number	Amount
100101	60821318	
LLA :		
AA 9750300	8CRT 253 SA340 0	068342 2D 000000 RT1000000000
RCP NO. N0002405WX30427		
100102	60821331	
LLA :		
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31S5A06A1020		
31S5A06A1020		
97X4930 NH1E 000 77777 0 000178 2F 000000 31S2A060A1040		
100103	60821332	
LLA :		
AC 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2A060A1040		
31S5A06A1020		
100104	60821334	
LLA :		
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2A060A1040		

BASE Funding
Cumulative Funding

MOD 01

100105	60893124	
LLA :		
AD 97X4930 NH1E 000 77777 0 000178 2F 31S1D060HMU1		

MOD 01 Funding
Cumulative Funding

MOD 02

100106	60975246	
LLA :		
AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2A060LMGT		

MOD 02 Funding
Cumulative Funding

MOD 03

100107	61431710	
LLA :		

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AF 97X4930 NH1E 000 77777 0 000178 2F 000000 31S1B060REF2

MOD 03 Funding
Cumulative Funding

MOD 04

100108 61575686
LLA :
AG 97X4930 NH1E 000 77777 0 000178 2F 000000 31S5A06A1040

MOD 04 Funding
Cumulative Funding

MOD 05

100109 61712019
LLA :
AG 97X4930 NH1E 000 77777 0 000178 2F 000000 31S5A06A1040

MOD 05 Funding
Cumulative Funding

MOD 06

100110 61773711
LLA :
AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2A060LMGT

100111 61773706
LLA :
AH 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2A060RMNA

100112 61773700
LLA :
AJ 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2A060PMGT

100113 61773713
LLA :
AK 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2B060SSGN

100114 61783914
LLA :
AL 97X4930 NH1E 000 77777 0 000178 2F 000000 31R4T040UKAD

100115 61783917
LLA :
AM 97X4930 NH1E 000 77777 0 000178 2F 000000 31R4T040UKAE

100116 61783918
LLA :
AN 97X4930 NH1E 000 77777 0 000178 2F 000000 31R4T040UK06

MOD 06 Funding
Cumulative Funding

MOD 07

100117 62064788
LLA :
AP 97X4930 NH1E 000 77777 0 000178 2F 000000 31S1B060MGT2

100118 62168356
LLA :
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31S1D060HMU1

MOD 07 Funding
Cumulative Funding

MOD 08

100119 53058639

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LLA :
 AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2A060LMGT

MOD 08 Funding
 Cumulative Funding

MOD 09

100120 62901609
 LLA :
 AQ 97X4930 NH1E 000 77777 0 000178 2F 000000 31S5B07A3330

MOD 09 Funding
 Cumulative Funding

MOD 10

100121 62963072
 LLA :
 AR AA 1771804 8C6C 251 SAS05 0 068342 2D 000000 16CY00000Y00
 DOC. NO. N0002407WX00790 ACRN: AA

MOD 10 Funding
 Cumulative Funding

MOD 11

100122 63065959
 LLA :
 AS 97X4930 NH1E 000 77777 0 000178 2F 000000 31S5A06A1070

MOD 11 Funding
 Cumulative Funding

MOD 12

100123 63201723
 LLA :
 AT 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2A070PMGT

100124 63201727
 LLA :
 AU 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2A070RMNA

100125 63201730
 LLA :
 AV 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2A070LMGT

MOD 12 Funding
 Cumulative Funding

MOD 13

100126 63468116
 LLA :
 AW 97X4930 NH1E 000 77777 0 000178 2F 000000 31S5A06A1060

MOD 13 Funding
 Cumulative Funding

MOD 14

100127 70093695
 LLA :
 AX 97X4930 NH1E 000 77777 0 000178 2F 000000 31S1B060MGT4

MOD 14 Funding
 Cumulative Funding

MOD 15

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100122 63065959
 LLA :
 AS 97X4930 NH1E 000 77777 0 000178 2F 000000 31S5A06A1070

100128 70236796
 LLA :
 AY 97X4930 NH1E 000 77777 0 000178 2F 000000 31S5A07A3010

100129 70248218
 LLA :
 AT 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2A070PMGT

MOD 15 Funding
 Cumulative Funding

MOD 16

100130 70516366
 LLA :
 AZ 97X4930 NH1E 000 77777 0 000178 2F 000000 31S1C070MFCN

MOD 16 Funding
 Cumulative Funding

MOD 17

100131 70611820
 LLA :
 AV 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2A070LMGT

MOD 17 Funding
 Cumulative Funding

MOD 18

100201 70786311
 LLA :
 BA 97X4930 NH1E 000 77777 0 000178 2F 000000 31S5A07A1010

100202 70808037
 LLA :
 AV 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2A070LMGT

100203 70745745
 LLA :
 AQ 97X4930 NH1E 000 77777 0 000178 2F 000000 31S5B07A3330

100204 70796851
 LLA :
 BB 97X4930 NH1E 000 77777 0 000178 2F 000000 31S1B070ENGI

MOD 18 Funding
 Cumulative Funding

MOD 20

100205 71235261
 LLA :
 AU 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2A070RMNA

100206 71235266
 LLA :
 AV 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2A070LMGT

100207 71235270
 LLA :
 AT 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2A070PMGT

100208 71235271
 LLA :
 BC 97X4930 NH1I 000 77777 0 000178 2F 000000 31S2B070HMTD

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100209 71235272
 LLA :
 BD 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2B070SOMS

100210 71235273
 LLA :
 BE 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2B070CDUC

MOD 20 Funding
 Cumulative Funding

MOD 21

100211 71648435
 LLA :
 AQ 97X4930 NH1E 000 77777 0 000178 2F 000000 31S5B07A3330

MOD 21 Funding
 Cumulative Funding

MOD 22

100212 71926861
 LLA :
 BF 97X4930 NH1E 000 77777 0 000178 2F 000000 37STF0ZGAUDT

100213 71926886
 LLA :
 BG 97X4930 NH1E 000 77777 0 000178 2F 000000 31S1D070HMU1

100214 71926942
 LLA :
 AZ 97X4930 NH1E 000 77777 0 000178 2F 000000 31S1C070MFCN

MOD 22 Funding
 Cumulative Funding

MOD 23

100215 72043054
 LLA :
 BH 97X4930 NH1E 000 77777 0 000178 2F 31S5B07A3240

MOD 23 Funding
 Cumulative Funding

MOD 25

100216 72203543
 LLA :
 BJ 97X4930 NH1E 000 77777 0 000178 2F 000000 31S1D070SXR1

100217 72203562
 LLA :
 BK 97X4930 NH1E 000 77777 0 000178 2F 000000 31S1B070ENG2

MOD 25 Funding
 Cumulative Funding

MOD 26

100218 72193113
 LLA :
 BL 97X4930 NH1E 000 77777 0 000178 2F 000000 31A1J0720021

MOD 26 Funding
 Cumulative Funding

MOD 27

100219 72400563

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LLA :
BA 97X4930 NH1E 000 77777 0 000178 2F 000000 31S5A07A1010

MOD 27 Funding
Cumulative Funding

MOD 28

100220 72482421
LLA :
BG 97X4930 NH1E 000 77777 0 000178 2F 000000 31S1D070HMU1

MOD 28 Funding
Cumulative Funding

MOD 29

100221 72605901
LLA :
BM 9770100 74D7 252 00074 0 068688 2D C37D04 000747USDF2Q
DOC. NO. N0007407RC37D04 ACRN: AA

100222 72605857
LLA :
BN 9770100 74D7 252 00074 0 068688 2D C37D05 00074USDE2Q
DOC. NO. N0007407RC37D05 ACRN: AA

100223 72575531
LLA :
BP 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2A070SPTF

MOD 29 Funding
Cumulative Funding

MOD 30

100224 72783798
LLA :
BQ 97X4930 NH1E 000 77777 0 000178 2F 000000 31S5B08C0311

MOD 30 Funding
Cumulative Funding

MOD 31

100225 73030786
LLA :
BR 97X4930 NH1E 000 77777 0 000178 2F 000000 31S5B08R3240

MOD 31 Funding
Cumulative Funding

MOD 32

100226 73132971
LLA :
BS 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2A080LMGT

100227 73132970
LLA :
BT 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2A080RMNA

100228 73112382
LLA :
BU 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2A080PMGT

MOD 32 Funding
Cumulative Funding

MOD 33

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100229 73461433
 LLA :
 BV 97X4930 NH1E 000 77777 0 000178 2F 000000 31S5A08R1100

100230 73461487
 LLA :
 BW 97X4930 NH1E 000 77777 0 000178 2F 000000 31S5A08R1300

100231 73461499
 LLA :
 BX 97X4930 NH1E 000 77777 0 000178 2F 000000 31S5A08R1400

100232 73461500
 LLA :
 BY 97X4930 NH1E 000 77777 0 000178 2F 000000 31S5A08R1700

100233 73398967
 LLA :
 BZ 97X4930 NH1E 000 77777 0 000178 2F 000000 31A4Z0805001

100234 73471835
 LLA :
 CA 97X4930 NH1E 000 77777 0 000178 2F 000000 31S1D080UROC

MOD 33 Funding
 Cumulative Funding

MOD 34

100235 80253504
 LLA :
 CB 97X4930 NH1E 000 77777 0 000178 2F 000000 31S2A080SPTF

MOD 34 Funding
 Cumulative Funding

MOD 35

100236 80305022
 LLA :
 BR 97X4930 NH1E 000 77777 0 000178 2F 000000 31S5B08R3240

100237 80305043
 LLA :
 CC 97X4930 NH1E 000 77777 0 000178 2F 000000 31S5B08M3330

MOD 35 Funding
 Cumulative Funding

MOD 36

100238 80462366
 LLA :
 CD 97X4930 NH1E 000 77777 0 000178 2F 000000 31S1B080ENG2

100239 80502651
 LLA :
 CE 978040 56SF SE8 52ST 14343A 000000 59200 026401 667100 FSR: 040958 PSR: 314326 DSR:
 385427 MPIR NO. F2VUG07305G001 MPIR ACRN: AA

100240 80513371
 LLA :
 CF 97X4930 NH1E 000 77777 0 000178 2F 000000 31R4R080GYZC

MOD 36 Funding
 Cumulative Funding

MOD 37

100241 80586506
 LLA :
 BZ 97X4930 NH1E 000 77777 0 000178 2F 000000 31A4Z0805001

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MOD 37 Funding
Cumulative Funding

MOD 38

100301 80774996
LLA :
CG 97X4930 NH1E 000 77777 0 000178 2F 000000 31S5G08R1100

MOD 38 Funding
Cumulative Funding

MOD 39

100302 80848886
LLA :
CH 97X4930 NH1E 000 77777 0 000178 2F 000000 31R4R080GYZA

MOD 39 Funding
Cumulative Funding

MOD 40

100303 80882041
LLA :
CJ 97X4930 NH1E 000 77777 0 000178 2F 000000 31S1B080ENG3

MOD 40 Funding
Cumulative Fundin

MOD 41

100304 80955102
LLA :
CK 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2B080BECF

100305 80955110
LLA :
CL 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2B080LDWG

MOD 41 Funding
Cumulative Funding

MOD 43

100306 81716942
LLA :
CM 97X4930 NH1D 000 77777 0 061331 2F 000000 31R4R020GYZC

100307 81644286
LLA :
CN 97X4930 NH1D 000 77777 0 000178 2F 000000 31S2A080RAVS

100308 81582561
LLA :
CP 9780400 8CND 253 SA340 0 068342 2D 005120 4093A0000000 RCP NO. N0002408WX12565 RCP
ACRN: AA

100309 81582622
LLA :
CQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31S1A080SEPL

MOD 43 Funding
Cumulative Funding

MOD 44

100310 81844146
LLA :
CR 97X4930 NH1D 000 77777 0 61331 2F 000000 31S1E080SCMI

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100311 81992363
 LLA :
 CS 97X4930 NH1D 000 77777 0 61331 2F 000000 31S1A080HULL

100312 81992366
 LLA :
 CT 97X4930 NH1D 000 77777 0 61331 2F 000000 31S2A080RAVS

100313 81916647
 LLA :
 CU 97X4930 NH1D 000 77777 0 61331 2F 000000 31R4T080RAVM

MOD 44 Funding
 Cumulative Funding

MOD 45

100314 82204472
 LLA :
 CV 97X4930 NH1D 000 77777 0 061331 2F 000000 31S1D080UROC

MOD 45 Funding
 Cumulative Funding

MOD 46

100315 82522441
 LLA :
 CW 9780100 74D7 252 00074 0 068688 2D C37D05 000748USDE2Q RCP NO. N0007408RC37D05 RCP
 ACRN: AA

100316 82384684
 LLA :
 CX 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2A080LMGT

MOD 46 Funding
 Cumulative Funding

MOD 47

100317 82610681
 LLA :
 CY 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2B080COMC

100318 82610606
 LLA :
 CZ 9770300 8CNT 311 SA340 0 068342 2D 000000 RT1000000000 RCP NO. N0002407WX30344 RCP
 ACRN: AB

MOD 47 Funding
 Cumulative Funding

MOD 48

100319 82706041
 LLA :
 DA 97X4930 NH1D 000 77777 0 061331 2F 000000 31S4C08AC100

MOD 48 Funding
 Cumulative Funding

MOD 49

100320 83301181
 LLA :
 DB 97X4930 NH1D 000 77777 0 061331 2F 000000 31S5B09M3330

MOD 49 Funding
 Cumulative Funding

MOD 50

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100321 83240263
 LLA :
 DC 97X4930 NH1D 000 77777 0 61331 2F 000000 31S1E080SCMI

100322 83240267
 LLA :
 DD 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2A09LGMGT

100323 83240269
 LLA :
 DE 97X4930 NH1D 000 77777 0 061331 2F 000000 31S1A080SEPL

MOD 50 Funding
 Cumulative Funding

MOD 51

100324 90085341
 LLA :
 DF 97X4930 NH1E 000 77777 0 000178 2F 000000 31S5B07A3330

100325 90156683
 LLA :
 DG AQ 97X4930 NH1E 000 77777 0 061331 2F 000000 31S1B080ENG5

MOD 51 Funding
 Cumulative Funding

MOD 52

100326 90218284
 LLA :
 DH 97X4930 NH1D 000 77777 0 061331 2F 000000 36ETY0ZE10BS

MOD 52 Funding
 Cumulative Funding

MOD 53

100401 90716105
 LLA :
 DM 97X4930 NH1D 000 77777 0 061331 2F 000000 31S1E090SCMI

100402 90798201
 LLA :
 DJ 9790100 74D7 252 00074 0 068688 2D C37016 000749USDE2Q
 DOC. NO. N0007409RC37016 ACRN: AA

100403 90798221
 LLA :
 DK AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31S1D090HMU1

100404 90798224
 LLA :
 DL AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31S5C09R3110

100405 90756498
 LLA :
 DD 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2A09LGMGT

100406 90756513
 LLA :
 DN AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2D090PBLP

100407 90766601
 LLA :
 DD 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2A09LGMGT

MOD 53 Funding
 Cumulative Funding

MOD 55

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100408 90860137
 LLA :
 DP 97X4930 NH1D 000 77777 0 061331 2F 000000 31S3B08BCNTR

100409 90860141
 LLA :
 DQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31S3C09DWELL

100410 90850026
 LLA :
 DR 1791804 8C6C 253 SAS05 0 068342 2D 000000 16CY0SWE0Y00 DOC # N0000002409WX01078 ACR
 N AA

MOD 55 Funding
 Cumulative Funding

MOD 56

100411 91134029
 LLA :
 DS 97X4930 NH1D 000 77777 0 061331 2F 000000 31S1B090ENG3

100412 91134031
 LLA :
 DT 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2A090RAVS

100413 91134032
 LLA :
 DD 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2A09LGMGT

100414 91134034
 LLA :
 DV 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2E090RAV1

100415 91134035
 LLA :
 DX 97X4930 NH1D 000 77777 0 061331 2F 000000 31S5M09RQENG

MOD 56 Funding
 Cumulative Funding

MOD 57

100416 91134038
 LLA :
 DY 9790400 8BAD 253 SASLM 0 068342 2D 007440 631610000000 DOC # N0002409WX11
 876 ACRN AA

MOD 57 Funding
 Cumulative Funding

MOD 58

100417 91358067
 LLA :
 DZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31S5B09R3130

MOD 58 Funding
 Cumulative Funding

MOD 59

100418 91744461
 LLA :
 EA 97X4930 NH1D 000 77777 0 061331 2F 000000 31SE09ISEA2

MOD 59 Funding
 Cumulative Funding

MOD 60

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100419 92110992
 LLA :
 EB 97X4930 NH1D 000 77777 0 061331 2F 00000 31S2D090PBLP

MOD 60 Funding
 Cumulative Funding

MOD 61

100420 92121063
 LLA :
 EC 9790300 8CSN 253 SA340 0 068342 2D 000000 4109B0000000
 Standard Number: N0002409WX30722 /AA

100421 92121081
 LLA :
 ED 9790300 8CSN 253 SA340 0 068342 2D 000000 4109B0000000
 Standard Number: N0002409WX3143199 /AA

MOD 61 Funding
 Cumulative Funding

MOD 62

100422 92121080
 LLA :
 EE 9790300 8CSN 253 SA340 0 068342 2D 000000 4109B0000000
 Standard Number: N0002409WX30778/AA

MOD 62 Funding
 Cumulative Funding

MOD 63

100423 92434005
 LLA :
 EF 1791804 8C6C 250 0463A 0 068566 2D Q24050 00463A9BQR55
 Standard Number: N0463AA09RQ24090/AA

100424 92434007
 LLA :
 EG 1791804 8C6C 250 0463A 0 068566 2D Q24050 00463A9BQR69
 Standard Number: N0463A09RQ24090/AB

MOD 63 Funding
 Cumulative Funding

MOD 64 Funding
 Cumulative Funding

MOD 65

100425 92464781
 LLA :
 EH 579340030978WP4G9751910000592002227F503000F03000AA0338531110225578
 Standard Number: F4FDBV9219G001/AA

MOD 65 Funding
 Cumulative Funding

MOD 66

100426 92666744
 LLA :
 EJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31S1D090HMU1

MOD 66 Funding
 Cumulative Funding

MOD 67

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100427 93172621
 LLA :
 EK 1791319 K4TY 253 FA603 0 068342 6E 000000 031550000010
 Standard Number: N0002509WX06200/AA

MOD 67 Funding
 Cumulative Funding

MOD 68

100428 93495265
 LLA :
 EL 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2B10SRAD3

100429 93495268
 LLA :
 EM 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2A10LSUPP

100430 93495273
 LLA :
 EN 9790300 8CSN 310 SA340 0 068342 2D 000000 4109B0000000
 Standard Number: N0002409WX31386/AA

MOD 68 Funding
 Cumulative Funding

MOD 69

100431 00401964
 LLA :
 EP 97X4930 NH1D 000 77777 0 061331 2F 000000 31S1G10PCA01

100432 00401973
 LLA :
 EQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2A10LSUPP

100433 00401975
 LLA :
 ER 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2A10GSUPP

100434 00401978
 LLA :
 ES 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2D10PBLP1

MOD 69 Funding
 Cumulative Fundin

MOD 70

100501 00624370
 LLA :
 ET 97X4930 NH1D 000 77777 0 061331 2F 000000 31S5M100MSEN

MOD 70 Funding
 Cumulative Funding

MOD 71

100502 00705395
 LLA :
 EU 97X4930 NH1D 000 77777 0 061331 2F 000000 31S1D100HMU2

MOD 71 Funding
 Cumulative Funding

MOD 72

100503 00755860
 LLA :
 EV 97004001120P08280000004152524S49447DWAM00248
 Standard Number: DWAM00248/AA

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MOD 72 Funding
Cumulative Funding

MOD 73

100504 00888001
LLA :
EW 1701804 8C6C 250 0463A 068566 2D Q24050 00463A0FQR10
Standard Number: N0463A10RQ24050/AA

MOD 73 Funding
Cumulative Funding

MOD 74

100505 01040621
LLA :
EX 1701804 8C6C 250 0463A 068566 2D Q24050 00463A0FQR05
Standard Number: N0463A10RQ24050/AB

MOD 74 Funding
Cumulative Funding

MOD 75

100506 00978981
LLA :
EY 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2E10FMSCM

100507 00978983
LLA :
EZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31S5B10M3320

100508 00978982
LLA :
FA 9780300 8CNT 310 SA340 0 068342 2D 000000 4109B0000000
Standard Number: N0002410WX30155/AA

MOD 75 Funding
Cumulative Funding

MOD 76

100509 01172392
LLA :
FB 971004001120P06480000004012524S49447DWAM00493
Standard Number: DWAM00493/AA

100510 01172290
LLA :
FC 97X4930 NH1D 000 77777 0 061331 2F 000000 31S5S10M3500

MOD 76 Funding
Cumulative Funding

MOD 77

100511 01313579
LLA :
FD 97X4930 NH1D 000 77777 0 061331 2F 000000 31S4B10AM1CT

100512 01313580
LLA :
FE 97X4930 NH1D 000 77777 0 061331 2F 000000 31T04100BD11

MOD 77 Funding
Cumulative Funding

MOD 78

100513 01485401

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LLA :
FF 97X4930 NH1D 000 77777 0 061331 2F 000000 31S4E10A0016

100514 01535629
LLA :
FG 9700400 56SF SE0 52ST 22973A 000000 559ZZ 036402 667100 F67100 FSR:042924 PSR:87724
1 DSR:509540
Standard Number: F2VUG00118G001/AA

100515 01535633
LLA :
FH 97X4930 NH1D 000 77777 0 061331 2F 000000 31S5T10R5000

100516 01586140
LLA :
FJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31S1G10PCA01

MOD 78 Funding
Cumulative Funding

MOD 79

100517 01698411
LLA :
FK 97X4930 NH1D 000 77777 0 061331 2F 000000 31S4B10AC3E1

100518 01758944
LLA :
FL 97X4930 NH1D 000 77777 0 061331 2F 000000 31S5M100ACMS

100519 01750006
LLA :
FM 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2A10SROH1

100520 01750008
LLA :
FN 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2B10HAIL1

100521 01750009
LLA :
FP 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2B10SATC1

100522 01750011
LLA :
FQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2B10CDU01

100523 01750014
LLA :
FR 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2B10ELUD2

MOD 79 Funding
Cumulative Funding

MOD 80

100524 02032813
LLA :
FS 1701804 8C6C 250 0463A 068566 2D Q24050 00463AOFQR10
Standard Number: N0463A10RQ24050/AA

MOD 80 Funding
Cumulative Funding

MOD 81

100525 02315914
LLA :
FT 97X4930 NH1D 000 77777 0 061331 2F 000000 31S1D100HMU2

100526 02315928
LLA :
FU 9780300 8CNT 253 SA340 0 068342 2D 000000 4109B0000000
Standard Number: N0002408WX30707/AA

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100527 02315940
 LLA :
 FV 9790300 8CSN 310 SA340 0 068342 2D 000000 4109B0000000
 Standard Number: N0002409WX31386/AA

100528 02315942
 LLA :
 FW 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2B10SOAS1

100529 02315943
 LLA :
 FX 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2B10ARSR1

100530 02315944
 LLA :
 FY 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2B09GYECP

MOD 81 Funding
 Cumulative Funding

MOD 82

100435 02448576
 LLA :
 GV 9780300 8CNT 310 SA340 0 068342 2D 000000 4109B0000010
 Standard Number: N0002410WX31634/AA

100436 02428256
 LLA :
 GK 1781109 6520 250 67854 067443 2D M67854 15XJ8RC86E16
 Standard Number: M6785409RC86E16/AA

100531 02468845
 LLA :
 FZ 9700100 74D7 253 00074 0 068688 2D CKB013 000740M5NC1Q
 Standard Number: N0007410RCKB013/AA

100532 02468851
 LLA :
 GA 9700100 74D7 252 00074 0 068688 2D CKA008 000740DARB2Q
 Standard Number: N0007410RCKA008/AA

100533 02468854
 LLA :
 GB 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2D10MKVPR

100534 02468866
 LLA :
 GC 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2D10R1BP1

100535 02468867
 LLA :
 GD 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2D10MKVP1

100536 02468869
 LLA :
 GE 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2D10SOCRI

100537 02468870
 LLA :
 GF 97X4930 NH1D 000 77777 0 061331 2F 000000 31S2D10PBLP1

100538 02448581
 LLA :
 GG 97X4930 NH1D 000 77777 0 061331 2F 000000 31S5R10R3100

100539 02448631
 LLA :
 GH 97X4930 NH1D 000 77777 0 061331 2F 000000 31S5A10M5210

100540 02448633
 LLA :
 GJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31S5A10M5511

100541 02428299
 LLA :

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GK 1781109 6520 250 67854 067443 2D M67854 15XJ8RC86E16
Standard Number: M6785409RC86E16/AA

100542 02458707
LLA :
GL 97X4930 NH1D 000 77777 0 061331 2F 000000 31V411030501

MOD 82 Funding
Cumulative Funding

MOD 83

100437 02510294
LLA :
GY 97X4930 NH1D 000 77777 0 061331 2F 000000 31S5M100MSTB

MOD 83 Funding
Cumulative Funding

MOD 84

100132 03025381
LLA :
GM 97X4930 NH1D 000 77777 0 061331 2F 000000 31A16104TR11

100133 02813413
LLA :
GN 9700400 2601 0 5Y 5YC P 506 0 4384BP 0 255X1 2YP28 MI
Standard Number: MIPR0HJECARC31/AA

100543 03005076
LLA :
GP 97X4930 NH1D 000 77777 0 061331 2F 000000 31S1E111SEA1

MOD 84 Funding
Cumulative Funding

MOD 85 Funding
Cumulative Funding

MOD 86

100327 03238328
LLA :
GQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31SH11R1006

100328 03238330
LLA :
GR 97X4930 NH1D 000 77777 0 061331 2F 000000 31S5H11R1008

100329 03238332
LLA :
GS 97X4930 NH1D 000 77777 0 061331 2F 000000 31S5H11R1009

100330 03471162
LLA :
GT 97X4930 NH1D 000 77777 0 061331 2F 000000 31S5S11M0314

100331 03471168
LLA :
GU 97X4930 NH1D 000 77777 0 061331 2F 000000 31S5S11M0312

MOD 86 Funding
Cumulative Funding

MOD 87 Funding
Cumulative Funding

MOD 88

100438 03511683
LLA :
GW 1711804 8C6C 252 V5P00 0 050120 2D 000000 A00000612230

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Standard Number: N0002411RX00669

MOD 88 Funding
Cumulative Funding

MOD 89

100242 10062743
LLA :
GX 97X4930 NH1D 000 77777 0 031331 2F 000000 31S1E110METR

MOD 89 Funding
Cumulative Funding

MOD 90 Funding
Cumulative Funding

MOD 91 Funding
Cumulative Funding

MOD 92

100332 10315103
LLA :
GU 97X4930 NH1D 000 77777 0 061331 2F 000000 31S5S11M0312

MOD 92 Funding
Cumulative Funding

MOD 93

100439 10701733
LLA :
GZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31S4E11A0005

MOD 93 Funding
Cumulative Funding

MOD 94 Funding
Cumulative Funding

MOD 95

100515 01535633
LLA :
FH 97X4930 NH1D 000 77777 0 061331 2F 000000 31S5T10R5000

MOD 95 Funding
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

TECHNICAL INSTRUCTIONS

All technical instructions are to be issued by the Task Order Manager, in writing, with a copy to the Contracting Officer before award and to the Contractor after award of modification. Technical instructions may only be issued to provide further guidance and may not be used to direct additional work. Each technical instruction shall include the CLIN, an assignment no. and period of performance.

Key Personnel Clause

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The contractor agrees that during the first 120 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

(1) An explanation of the circumstances necessitating the substitution;

(2) A complete resume of the proposed substitute;

(3) The hourly rates of the incumbent and the proposed substitute; and

(4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes (in the format provided in the clause RESUME FORMAT AND CONTENT REQUIREMENTS) shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

Changes in Key Personnel Clause

Requests for post award approval of additional and/or replacement may be submitted via email. E-mail submissions shall be made simultaneously to the Contract Specialist and the Task Order Manager (TOM). Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

Staffing Requirements and Capabilities

The contractor shall provide recent and extensive logistic, engineering, and analytical expertise in support of special

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operations and related systems and equipment, with particular emphasis on programs at NSWC PC. Contractor facility and greater than 80% of the staff proposed to support the task areas shall be located within local commuting area of NSWC PC to allow daily support if required, unless otherwise indicated below.

NSWCPC – H06 SECURITY REQUIREMENTS

a. The work to be performed under this contract as delineated in the DD Form 254, involves access to and handling of classified material up to and including SECRET.

b. In addition to the requirements of the clause "Security Requirements," the Contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22M), and (3) assure compliance with any written instructions from the Naval Surface Warfare Center Panama City Division, Security Office, Code XPC, 110 Vernon Avenue, Panama City, Florida 32407-7001.

NSWCPC – H07 INFORMATION SECURITY REQUIREMENTS

a. All contractor personnel requiring access to DON controlled unclassified information (CUI) 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 controls to identify and deny sensitive information" who do not have clearance eligibility are required to submit a Questionnaire for Public Trust Positions (Standard Form 85P) through the cognizant Facility Security Officer or designee to NSWC PCD Security, for a suitability determination by DON Central Adjudication Facility.

b. Minimum Protection Requirements for Controlled Unclassified Information (CUI): Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible web server or transmitted over the Internet unless appropriately encrypted.

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SECTION I CONTRACT CLAUSES

All clauses in the basis contract are applicable.

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SECTION J LIST OF ATTACHMENTS

Revised Contract Data Requirements List, DD Form 1423.

Revised Final DD254 dated 27 March 2006

Award Term Plan.Rev

To revise the SOW.

Small Business Subcontracting Plan dated 19 January 2006

Technical Instructions, TI-1001-07A dated 7/25/06 and TI-1001-05A dated 08/04/06

Technical Instruction, Ti-1001-06A dated 9/26/06

Technical Instruction, TI-1001-12 dated 10/16/06

Technical Instruction, TI-1001-13 dated 10/19/06

Technical Instruction, TI-1001-14 dated 11/1/06

Technical Instruction, TI-1001-11A dated 11/17/2006

Technical Instruction, TI-1001-15 dated 12/12/06

Technical Instruction, TI-1001-05B dated 8/31/2006

Technical Instruction, TI-1001-05C dated 12/31/2006

Technical Instruction, TI-1001-07B dated 10/25/2006

Technical Instruction, TI-1001-16 dated 01/09/2007

Technical Instruction, TI-1001-18 dated 02/16/2007

Technical Instruction, TI-1001-11C dated 03/02/2007

Technical Instruction, TI-1002-01 dated 3/27/07

Technical Instruction, TI-1001-14B dated 3/27/07

Technical Instruction, TI-1001-15A dated 3/27/07

Technical Instruction, TI-1001-17A dated 3/27/07

Technical Instruction, TI-1001-11D dated 3/20/07

Technical Instruction, TI-1001-12A dated 3/15/07

Technical Instruction, TI-1001-16A dated 3/19/07

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Technical Instruction, TI-1001-13A dated 3/21/07

Technical Instruction, TI-1002-02 dated 5/1/07

Technical Instruction, TI-1001-12B dated 6/12/07

Technical Instruction, TI-1002-03 dated 6/11/07

Technical Instruction, TI-1002-04 dated 7/10/07

Technical Instruction, TI-1002-05 dated 6/28/07

Technical Instruction, TI-1002-06 dated 08/08/07

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Technical Instruction, TI-1002-02A dated 9/05/07

Technical Instruction, TI-1002-03A dated 9/05/07

Technical Instruction, TI-1002-06A dated 9/05/07

Technical Instruction, TI-1002-07A dated 9/05/07

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Technical Instruction, TI-1003-08 dated 09/26/08

Technical Instruction, TI-1001-12H dated 11/25/08

Technical Instruction, T1-1004-01A dated 7/29/09