

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 67	3. EFFECTIVE DATE 23-Nov-2009	4. REQUISITION/PURCHASE REQ. NO. 93172621		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 donald.bickford@navy.mil 850-234-4853	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA MARYLAND 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 Engineering Services, LLC 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		
CAGE CODE 1WAV4	FACILITY CODE 075916762	[X]	10B. DATED (SEE ITEM 13) 27-Mar-2006

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark P Ross, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Mark P Ross (Signature of Contracting Officer)	16C. DATE SIGNED 23-Nov-2009
(Signature of person authorized to sign)			





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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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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)

100215 PR# 72043054  
ACRN: BH  
Incrementally  
funded (O&MN,R)

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

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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)

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

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





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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)

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

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

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



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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  
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)



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List. Travel is estimated at \$75,000 annually. This amount should be added to the contractor's proposal. Material is estimated at \$250,000 annually. Prior to purchasing any material exceeding \$3,000, the contractor shall submit a proposal for material to the Contracting Officer for evaluation and approval. (OTHER) Option

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 recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, 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 52.233-1).

(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 period of performance for the base period shall be from award through one year after award. There are four award term options, each with a period of performance of one year. The options specific dates will be establish at award.

Base Year - Date of Award thru 12 Mts there after

Award Term 1 - 12 Mts after award of Award Term

Award Term 2- 12 Mts after award of Award Term

Award Term 3 - 12 Mts after award of Award Term

Award Term 4 - 12 Mts after award of Award Term

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## SECTION G CONTRACT ADMINISTRATION DATA

Contract Specialist  
Don Mcmanus, Code B32  
110 Vernon Ave  
Panama City FL 32407-7001  
donald.d.mcmanus@navy.mil  
850-235-5392

Task Order Manager  
Stephen M. Mahan, S11  
110 Vernon Ave  
Panama City, FL 32407  
[stephen.mahan@navy.mil](mailto:stephen.mahan@navy.mil)  
850-234-4224

Assistant Task Order Manager  
Nancy J. Chamberlain, S11  
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. 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>.

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(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
Service Acceptor DODAAC	S2101A

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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: <a href="mailto:stephen.mahan@navy.mil">stephen.mahan@navy.mil</a>
<a href="mailto:nancy.chamberlain@navy.mil">nancy.chamberlain@navy.mil</a>
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 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.





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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

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

100128 70236796

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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 31S1B070ENGL

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

100209 71235272

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

100210 71235273

LLA :

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

MOD 27 Funding  
Cumulative Funding

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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

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

100230 73461487  
 LLA :

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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

MOD 37 Funding  
Cumulative Funding

MOD 38

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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 Funding

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

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

100312 81992366  
 LLA :

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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

100321 83240263

LLA :

DC 97X4930 NH1D 000 77777 0 61331 2F 000000 31S1E080SCMI

100322 83240267

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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

100408 90860137

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

100409 90860141







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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 e-mail. 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 5220.22-M), 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

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

Technical Instruction, TI-1002-08 dated 8/16/07

Technical Instruction, TI-1002-09 dated 8/28/07

Technical Instruction, TI-1002-04B dated 9/05/07

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

Technical Instruction, TI-1002-08A dated 9/05/07

Technical Instruction, TI-1002-09 dated 9/05/07

Technical Instruction, TI-1002-10 dated 9/14/07

Technical Instruction, TI-1002-11 dated 9/14/07

Technical Instruction, TI-1002-02B dated 9/14/07

Technical Instruction, TI-1002-01A dated 9/05/07

Technical Instruction, TI-1001-12D dated 10/05/07

Technical Instruction, TI-1001-12E dated 10/30/07

Technical Instruction, TI-1002-02C dated 11/09/07

Technical Instruction, TI-1012-02 dated 12/13/07

Technical Instruction, TI-1002-08B dated 12/03/07

Technical Instruction, TI-1002-13 dated 12/12/07

Technical Instruction, TI-1002-14 dated 01/25/08

Technical Instruction, TI-1002-11A dated 01/24/08

Technical Instruction, TI-1002-04C dated 01/24/08

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Technical Instruction, TI-1001-12F dated 01/30/08

Technical Instruction, TI-1002-15 dated 02/06/08

Technical Instruction, TI-1002-16 dated 02/08/08

Technical Instruction, TI-1002-17 dated 02/19/08

Technical Instruction, TI-1002-08C dated 02/27/08

Technical Instruction, TI-1003-01 dated 03/10/08

Technical Instruction, TI-1002-11B dated 03/18/08

Technical Instruction, TI-1002-16A dated 03/18/08

Technical Instruction, TI-1002-04D dated 03/18/08

Technical Instruction, TI-1002-06B dated 03/18/08

Technical Instruction, TI-1002-17A dated 03/24/08

Technical Instruction, TI-1002-15A dated 03/24/08

Technical Instruction, TI-1003-02 dated 04/01/08

Technical Instruction, TI-1002-17B dated 06/20/08

Technical Instruction, TI-1003-03 dated 06/13/08

Technical Instruction, TI-1003-04 dated 06/08/08

Technical Instruction, TI-1002-04E dated 06/23/08

Technical Instruction, TI-1002-11C dated 06/23/08

Technical Instruction, TI-1003-05 dated 06/30/08

Technical Instruction, TI-1002-02D dated 07/16/08

Technical Instruction, TI-1002-17C dated 07/09/08

Technical Instruction, TI-1002-15B dated 07/17/08

Technical Instruction, TI-1002-13A dated 05/20/08

Technical Instruction, TI-1002-09A dated 09/05/07

Technical Instruction, TI-1001-12G dated 07/22/08

Technical Instruction, TI-1003-07 dated 09/15/08

Technical Instruction, TI-1003-02A dated 08/22/08

Technical Instruction, TI-1003-02B dated 09/15/08

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