

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 24	3. EFFECTIVE DATE 26-Mar-2009	4. REQUISITION/PURCHASE REQ. NO. N61331-09-MR-58332		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 nicole.a.anderson1@navy.mil 850-235-5386	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427		CODE S3915A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) L-3 Services, Inc. 13000 Lincoln Drive W, Ste 400 Marlton NJ 08053-0000	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4143-HR07
	10B. DATED (SEE ITEM 13) 23-May-2006
CAGE CODE 1NPU4	FACILITY CODE 020278375

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

<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 checked="" 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 type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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) M. Hines, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/M. Hines	16C. DATE SIGNED 26-Mar-2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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GENERAL INFORMATION

The purpose of this modification is to incorporate NSWPCPC – H07 INFORMATION SECURITY REQUIREMENTS into the contract. Accordingly, said Task Order is modified as follows:

Clause NSWPCPC – H07 INFORMATION SECURITY REQUIREMENTS is hereby incorporated into Section H.

A conformed copy of this Task Order is attached to this modification for information purposes only.

The total amount of funds obligated to the task is hereby increased by \$0.00 from \$787498.00 to \$787498.00.

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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
1000	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Provide services for Expeditionary Ships Support, per Section C and the attached Contract Data Requirements List (CDRL). Travel is estimated at \$13,600 annually. Material is estimated at \$10,000 annually. These amounts should be added to the contractor's proposal. (RDT&E)	4665.0	LH	\$290,919.00	\$23,274.00	\$314,193.00
100001	ACRN:AA PR# 60746231 \$25000 (RDT&E)					
100002	ACRN:AB PR# 60746223 \$20000 (RDT&E)					
100003	ACRN:AC PR# 60746264 \$15000 (RDT&E)					
100004	ACRN:AD PR# 61464060 \$50000 (RDT&E)					
100005	ACRN:AE PR# 61535252 \$ 5000 (RDT&E)					
100006	ACRN:AF PR# 61535257 \$ 4000 (RDT&E)					
100007	ACRB:AG PR# 62095675 \$4252 (RDT&E)					
100008	ACRN: AH PR# 63242286 \$50,000 (RDT&E)					
100009	ACRN: AJ PR#					

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63426470 \$67,200
(RDT&E)

100010 ACRN: AK PR#
63426477 \$2800
(RDT&E)

100011 ACRN: AL PR#
70236777 \$16,700
(RDT&E)

100012 ACRN: AM PR#
71340432 \$840
(RDT&E)

100013 ACRN: AW PR#
8086026 \$53,401
(RDT&E)

1001 TERM FORM TASK 4665.0 LH \$301,579.00 \$24,126.00 \$325,705.00

ORDER - SEE FAR
16.306(d)(2)
Provide services
for Expeditionary
Ships Support,
per Section C and
the attached
Contract Data
Requirements List
(CDRL). Travel is
estimated at
\$13,600 annually.
Material is
estimated at
\$10,000
annually. These
amounts should be
added to the
contractor's
proposal. (OTHER)

100101 Incremental
funding \$20,000
PR# 71372055
ACRN: AN (OTHER)

100102 Incremental
funding \$12,000
PR# 72264669
ACRN: AP (OTHER)

100103 Incremental
funding \$65,000
PR# 72502866
ACRN: AQ (OTHER)

100104 Incremental
funding \$10,000
PR# 72844573
ACRN: AR (OTHER)

100105 Incremental
funding \$102,500
PR# 80148365
ACRN: AS (OTHER)

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100106 Incremental
funding \$35,000
PR# 80096103
ACRN: AT (OTHER)

100107 Incremental
funding \$19,000
PR# 80431023
ACRN: AU (OTHER)

100108 Incremental
funding \$11,000
PR# 80441286
ACRN: AV (OTHER)

100109 Incremental
funding \$51,205
PR# 80860832
ACRN: AX (OTHER)

1002	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Provide services for Expeditionary Ships Support, per Section C and the attached Contract Data Requirements List (CDRL).Travel is estimated at \$13,600 annually. Material is estimated at \$10,000 annually.These amounts should be added to the contractor's proposal. (OTHER)	4665.0 LH	\$290,813.88	\$23,265.12	\$314,079.00
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100201 Incremental
funding \$36,001
PR# 8217054 ACRN:
AX (OTHER)

100202 Incremental
funding \$6,599
PR# 82204376
ACRN: AW (OTHER)

100203 Incremental
funding \$30,000
PR# 82255983
ACRN: AY (OTHER)

100204 Incremental
funding \$65,700
PR# 90584464
ACRN: AZ (OTHER)

For ODC Items:

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Item	Supplies/Services	Qty	Unit	Est. Cost

3000	ODCs FOR SECOND AWARD TERM (TRAVEL AND MATERIAL) (OTHER)		1.0 Lot	\$23,600.00
300001	Incremental funding \$9,300.00 ACRN: AZ PR# 90584466 (OTHER)			

For Cost Type Items:

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

4000	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Provide services for Expeditionary Ships Support, per Section C and the attached Contract Data Requirements List (CDRL).Travel is estimated at \$13,600 annually. Material is estimated at \$10,000 annually.These amounts should be added to the contractor's proposal. (OTHER) Option	4665.0	LH	\$302,342.59	\$24,187.41	\$326,530.00
4001	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Provide services for Expeditionary Ships Support, per Section C and the attached Contract Data Requirements List (CDRL).Travel is estimated at \$13,600 annually. Material is estimated at \$10,000 annually.These amounts should be added to the contractor's proposal. (OTHER) Option	4665.0	LH	\$314,335.18	\$25,146.82	\$339,482.00

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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

6000	ODCs FOR THIRD AWARD TERM (TRAVEL AND MATERIAL) (OTHER) Option	1.0	Lot	\$23,600.00
6001	ODCs FOR FOURTH AWARD TERM (TRAVEL AND MATERIAL) (OTHER) Option	1.0	Lot	\$23,600.00

EXERCISE OF AWARD TERMS

The Award Term provisions in Section H of the contract apply to CLINS 1000 thru 1002 and 4000 thru 4001. If elected, award term periods will be exercised prior to the end of the then current contract year. For example, Year 2 will be awarded prior to the end of the Base Year, Year 3 will be awarded prior to the end of Year 2 and so on. Award of terms for performance beyond the expiration of the basic contract on 22 May 2011 is contingent on the basic contract being extended by the PCO.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

17 Apr 2007

STATEMENT OF WORK

EXPEDITIONARY SHIPS SUPPORT

1.0 SCOPE

Naval Sea Systems Command (NAVSEA) PMS 377, PMS 317, PMS 325, and the Office of Naval Research (ONR) have tasked NSWC Panama City Code E32 to support future seabase connectors and expeditionary ships and craft, both in the platform and technology areas. This includes engineering and programmatic support to ONR, NAVSEA 05D and PEO SHIPS in the design, acquisition, testing, evaluation and production of Seabase Connectors: Mobile Landing Platform (MLP), Joint Maritime Assault Connector (JMAC), and Transformable Craft (T-Craft). Also, this includes support for the ONR Advanced Skirt Design efforts and the advanced lift fan effort.

Under the tasking outlined in this Statement of Work (SOW), the Contractor shall provide a level of effort consisting of those non personal services necessary to accomplish the work detailed in paragraph 3.0. The Contractor must possess current and detailed experience and knowledge of all the technologies addressed in this effort. Additionally, the Contractor must possess current and detailed experience in preparing technical documentation required in this Statement of Work.

2.0 APPLICABLE DOCUMENTS

The following documents form a part of this SOW to the extent specified.

2.1 Military Specifications: None

2.2 Military Standards: None

2.3 Other Documents:None

3.0 REQUIREMENTS

3.1 TECHNICAL DRAWINGS, GRAPHICS, AND ADMINISTRATIVE PLANNING SOFTWARE SUPPORT

The contractor shall provide demonstrable expertise in the field of drawing application software including Corel Draw Suite 10, AutoCAD 2000, Power Point, Solid Edge, and color plotting and printing. The contractor must be able to redline the government furnished drawing files with color-coded updates or corrections. This individual will support NSWC PC in drawing reviews and updates for an estimated 10 drawing packages each having approximately 8 sheets. The contractor should have demonstrable expertise in Microsoft Office and Microsoft Project software.

3.2 ADVANCED AIR CUSHION TECHNICAL SUPPORT

The Contractor shall technically support the areas of: (1) Advanced technology upgrade studies for future connectors. (2) Craft concept development, testing, and technology trade-offs used in the JEFF-A, JEFF-B and LCAC programs. (2) Marine Corps Requirements, (3) Expeditionary Craft Acquisition, (6) Marine Corps Logistics Support, 7) Expeditionary craft operations: SEAOPS procedures, mission planning performance predictions, and modeling. The Contractor shall technically review and analyze an average of one to a maximum of eight documents per month during the period of performance.

3.3 LCAC SHIP INTERFACE SUPPORT

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The Contractor shall technically support expeditionary warfare mission systems technical and engineering support for expeditionary assault systems. This support will include expertise for well deck interface onboard LPD 17, LHD 1-8 ships, future expeditionary warfare ships, and Seabasing ships, which includes LCAC interface issues such as fuel systems, electrical power systems, alignment and other systems related to LCAC and future seabase connectors. Provide support to identify requirements for emerging Navy/Marine Corps and Special Operations vehicles and craft such as EFV, trucks, tracked recovery and construction vehicles, and JHSV. Provide recommendations for SEAOPS changes as required to include the impact of interfacing with foreign ships (e.g., French, Spanish, etc.,).

3.4 TECHNICAL MANUAL SUPPORT

The Contractor shall support the creation of technical and programmatic documentation concerning the conceptualization, program description, development planning, and reporting of new starts in the following subject areas: (1) Marine Corps and NSWCP capabilities, (2) Expeditionary Craft, and (3) Expeditionary Ship Acquisition. The Contractor shall generate one to a maximum of three documents during the period of performance.

3.5 MOBILE LANDING PLATFORM (MLP) SUPPORT

The Contractor shall technically support development of LCAC interfaces with the research and development of MLP designs and testing. The contractor shall provide knowledge of LCAC operations in different sea states, operations in well decks, and craftmaster experience in various at sea operations. The contractor shall provide support on developing LCAC SEAOPs procedures as they pertain to the MLP and help analyze the designs for containment systems aboard the MLP. The contractor shall provide support in operational LCAC requirements involving the use of the MLP. The contractor shall provide at least one individual with craftmaster experience to travel to the east coast for the MLP Demonstration for a period of two weeks. The contractor shall review the MLP design and assist in evaluating the deck layout of the MLP during the performance period. Design review and evaluation of deck layout for the MLP during the performance period will require a minimum of two trips. The east and west coast are possibilities for each trip for a time period of 3 days per trip.

3.6

The contractor shall provide technical and engineering expertise in support of Night Vision Devices and Lighting systems used on current and future U.S. ships and craft. This will include all current and future amphibious ships of the U.S. Navy and for interoperability purposes will also include the U.S. Coast Guard's National Security Cutters.

3.7 TRAVEL

The contractor may be required to travel in support of this effort. The following is an estimate of the number and locations of trips to be made by the contractor:

- (a) Eight round trips to Pascagoula, MS
- (b) Two round trips to New Orleans, LA
- (c) Six round trips to Norfolk, VA
- (d) Eight round trips to Washington, DC
- (e) Two round trips to San Diego, CA
- (f) Two round trips to Camp LeJeune, NC
- (g) Two round trips to Paris, France
- (h) Four round trips to Madrid, Spain

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4.0 GOVERNMENT FURNISHED PROPERTY (GFP)

4.1 GOVERNMENT FURNISHED MATERIAL: None

4.2 GOVERNMENT FURNISHED EQUIPMENT: None

4.3 GOVERNMENT FURNISHED INFORMATION:

NSWC PC Code E32 will provide technical documentation related to the seabasing / sea connector efforts as it becomes available or as requested by the Contractor. The Contractor shall return all GFI to NSWC PC Code E32 at the completion of the task order.

5.0 DATA DELIVERABLES

Deliverables shall be in accordance with the attached Contract Data Requirements List (DD Form 1423). The Contractor can use an informal text format or one provided by the Government for the particular document. Unless specified otherwise, the default software format for the deliverables is Microsoft Office 2000 compatible formats (i.e. Word, Excel, PowerPoint, Access.) Documents shall be supplied electronically via a readable media (i.e. 3.5 diskette, Zip, CD, E-mail.) A hard copy will also be provided with each delivery, unless for expediency at the Government's discretion, the electronic media (by disk or E-mail) is acceptable and the Government can reproduce the final document. NOTE: Minimum Protection Requirements for Controlled Unclassified Information: Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., FOUO, Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

6.0 PERIOD OF PERFORMANCE

The period of performance for the initial award of this task order shall be for twelve months after the award of the order. There will be four (4) award term periods of twelve months each that can be earned by satisfactory or better performance.

7.0 SECURITY

The Contractor will not require access to classified documents or classified areas. Documents under this delivery order shall not contain classified information. However, any reports or documentation resulting from this contract cannot be distributed without formal approval from Naval Surface Warfare Center Panama City, Code E32, 110 Vernon Avenue, Panama City, FL 32407-7001. See paragraph 5 for requirement to encrypt controlled unclassified information.

8.0 DISTRIBUTION LIMITATION STATEMENT

Technical documents and other data materials generated under this delivery order shall be marked with the following distribution statement and Destruction Notice on the cover and title page (if any):

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND DOD CONTRACTORS ONLY (ADMINISTRATIVE/OPERATIONAL USE) (DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT MUST BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER-PANAMA CITY, ATTN: CODE E32, 110 VERNON AVENUE, PANAMA CITY, FL 32407-7001.

DESTRUCTION NOTICE - For Classified Documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual, Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation. For Unclassified, Limited Documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

9.0 RELEASE OF INFORMATION

All technical data provided to the Contractor by the Government shall be protected from disclosure in accordance with the markings contained thereon. All other information relating to services to be performed under this contract

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may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The Contractor shall provide adequate physical protection to such information to preclude access by any person or entity not authorized such access by the Government.

10.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The incentive for satisfactory or better performance is contained in the order (award term provisions). The Government Technical POC will report the quality of performance to the PCO not later than 45 days prior to the completion of each performance period (base or option) during the order or sooner, if required, to correct less than satisfactory performance.

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SECTION D PACKAGING AND MARKING

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Packaging and marking if applicable, shall be in accordance with best commercial practices.

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SECTION E INSPECTION AND ACCEPTANCE

SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance of 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

SHIP TO ADDRESS

Naval Support Activity Panama City

Attn: Receiving Officer

101 Vernon Ave

Panama City Beach FL 32407-7018

FOB: Destination

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 established at award.

Second Year May 23, 2007 to May 22, 2008

Third Year May 23, 2008 to May 22, 2009

Fourth Year May 23, 2009 to May 23, 2010

Fifth Year May 23, 2010 to May 23, 2011.

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SECTION G CONTRACT ADMINISTRATION DATA

Contract Specialist
Nicole Anderson, Code B32
Naval Surface Warfare Center Panama City Division
110 Vernon Ave
Panama City FL 32407-7001
nicole.a.anderson1@navy.mil
Phone: (850) 235-5386

Task Order Manager
Joe Farmer, Code E34
Phone: (850) 230-7593
joseph.farmer@navy.mil

INVOICING INSTRUCTIONS

(a) The contractor shall submit vouchers on Standard Form 1034 not more often than once a month. The vouchers shall contain the following statement signed by an authorized company representative:

This is to certify that the services set forth herein were performed during the period stated.

Contractor's Authorized Representative

Date of Invoice/Voucher

(b) The vouchers shall be prepared in accordance with this clause and the clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8), and shall include:

- (1) Contract and order number
- (2) Identify CLIN/SubCLIN/Technical Instruction No. being billed.
- (3) Costs incurred and fixed fee billed.
- (4) Direct labor hours by labor category.
- (5) Other direct costs to be specified and substantiated.

(c) The contractor shall submit the original plus one copy of each voucher to DCMA identified in Block 6 on the first page of the task order. A copy shall be sent to the Contract Specialist and the Task Order Manager (TOM) identified in Section G. The DCMA Contracting Officer will certify all approved vouchers, and forward them electronically to the cognizant paying office for payment.

(d) The TOM will review his copy of the voucher and notify the Contract Specialist of any deficiencies. The Contract Specialist will be responsible for letting the DCMA Contracting Officer know about any deficiencies and they will take an appropriate offset on a subsequent voucher and notifying the contractor in writing of the action taken. The contractor shall be required to resolve the billing discrepancy with the DCMA Contracting Officer and resubmit a

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separate voucher covering any disputed portion.

Accounting Data		
SLINID	PR Number	Amount

100001	60746231	25000.00
LLA :		
AA 97X4930 000 77777 0 000178 2F 000000 31E320602321		
100002	60746223	20000.00
LLA :		
AB 97X4930 000 77777 0 000178 2F 000000 31E3006B1041		
100003	60746264	15000.00
LLA :		
AC 97X4930 NH1E 000 77777 0 000178 2F 000000 31E320601181		
MOD 1		
100004	61464060	50000.00
LLA :		
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31E3006C4011		
MOD 2		
100005	61535252	5000.00
LLA :		
AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31E320604211		
100006	61535257	4000.00
LLA :		
AF 97X4930 NH1E 000 77777 0 000178 2F 000000 21B76006SEA27		
MOD 3		
100007	62095675	4252.00
LLA :		
AG 97X4930 NH1E 000 77777 0 000178 2F 000000 21B7606SE110		
MOD 4		
100008	63242286	50000.00
LLA :		
AH 97X4930 NH1E 000 77777 0 000178 2F 000000 31E320711022		
MOD 6		
100009	63426470	70000.00
LLA :		
AJ 97X4930 NH1E 000 77777 0 000178 2F 000000 31E320711281		
MOD 7		
100009	63426470	(2800.00)
LLA :		
AJ 97X4930 NH1E 000 77777 0 000178 2F 000000 31E320711281		
100010	63426477	2800.00
LLA :		
AK 97X4930 NH1E 000 77777 0 000178 2F 000000 31E320711042		
MOD 9		

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100011 70236777 16700.00
 LLA :
 AL 97X4930 NH1E 000 77777 0 000178 2F 000000 31E300705101

MOD 11

100012 71340432 840.00
 LLA :
 AM 97X4930 NH1E 000 77777 0 000178 2F 000000 31E320711052

MOD 12

100101 71372055 20000.00
 LLA :
 AN 97X4930 NH1E 000 77777 0 000178 2F 000000 31E300703901

MOD 14

100102 72264669 12000.00
 LLA :
 AP 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0702511

MOD 15

100103 72502866 65000.00
 LLA :
 AQ 97X4930 NH1E 000 77777 0 000178 2F 000000 31E310601231

MOD 16

100104 72844573 10000.00
 LLA :
 AR 97X4930 NH1E 000 77777 0 000178 2F 000000 31E390803207

MOD 17

100105 80148365 102500.00
 LLA :
 AS 1771319 14RM 253 SASHP 0 068342 2D 005120 331270000010
 RCP NO. N0002407WX11938 ACRN: AA

100106 80096103 35000.00
 LLA :
 AT 97X4930 NH1E 000 77777 0 000178 2F 000000 31E390850511

MOD 18

100107 80431023 19000.00
 LLA :
 AU 97X4930 NH1E 000 77777 0 000178 2F 000000 31E300805507

100108 80441286 11000.00
 LLA :
 AV 97X4930 NH1E 000 77777 0 000178 2F 000000 31E300805507

MOD 19

100013 80860826 53401.00
 LLA :
 AW 705/90613229M09900059B10070509251GNSCDEF.TASK
 Funding Doc No. HSCG2308X2DB028 ACRN: AA

100109 80860832 51205.00
 LLA :
 AX 97X4930 NH1D 000 77777 0 061331 2F 000000 31E300809011

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100201 82172054 36001.00
 LLA :
 AX 97X4930 NH1D 000 77777 0 061331 2F 000000 31E300809011

100202 82204376 6599.00
 LLA :
 AW 705/90613229M09900059B10070509251GNSCDEF.TASK
 Funding Doc No. HSCG2308X2DB028 ACRN: AA

MOD 21

100203 82255983 30000.00
 LLA :
 AY 97X4930 NH1E 000 77777 0 000178 2F 000000 31E320711281

MOD 22

100204 90584464 65700.00
 LLA :
 AZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31E300903901

300001 90584466 9300.00
 LLA :
 AZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31E300903901

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SECTION H SPECIAL CONTRACT REQUIREMENTS

TECHNICAL GUIDANCE

The Task Order Manager (TOM) will provide guidance to the contractor regarding the requirements of the Statement of Work (SOW). Such guidance may be needed to prioritize work or initiate specific tasking within broad task areas. Under no circumstances may the TOM direct the contractor to perform work outside the scope of the SOW. The contractor is responsible for notifying the Contracting Officer if it believes it has received direction to perform work that is out of scope.

Technical guidance will normally occur through day-to-day verbal communication between the TOM and the contractor's program management personnel. However, written Technical Instructions may be issued at the TOM's discretion. Technical Instructions might be needed to clarify unusually complex requirements, or simply to initiate a written record of guidance that the TOM feels is particularly important. Technical Instructions will be numbered sequentially and will be in the format provided by the Contracting Officer.

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

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Requests for post award approval of additional and/or replacement key and non-key personnel 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 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.

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 basic contract are applicable.

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SECTION J LIST OF ATTACHMENTS

CDRLS

Technical Instruction TI-1000-02 dated 7/28/06

Technical Instruction TI-1000-03 dated 11/17/06

Technical Instruction TI-1000-04 dated 12/08/06

Technical Instruction TI-14 dated 8/14/07

Technical Instruction TI-15 dated 9/07/07

Technical Instruction TI-16 dated 10/11/07