

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES	
	J	1	2

2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 22-May-2014	4. REQUISITION/PURCHASE REQ. NO. M9543014SUJN002	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY RCO Quantico 3250 Catlin Ave Quantico VA 22134-5001 christa.eggleston-sc@usmc.mil 703-784-3595	CODE M00264	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORP 1710 SAIC Drive McLean VA 22102-3703	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4119-MUT2
	10B. DATED (SEE ITEM 13) 01-Jun-2012
CAGE CODE 5UTP8	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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-9, Option to Extend the Term of the Contract
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED], Contract Representative		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jerri Newton, Contracting Officer	
15B. CONTRACTOR/OFFEROR [REDACTED] (Signature of person authorized to sign)	15C. DATE SIGNED 21-May-2014	16B. UNITED STATES OF AMERICA BY /s/Jerri Newton (Signature of Contracting Officer)	16C. DATE SIGNED 22-May-2014

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GENERAL INFORMATION

The purpose of this modification is to exercise option year two, period of performance 01 June 2014 through 31 May 2015. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$850,329.00 by \$426,497.00 to \$1,276,826.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
8000AA	O&MN,N	0.00	421,497.00	421,497.00
9000AA	O&MN,N	0.00	5,000.00	5,000.00

The total value of the order is hereby increased from \$850,329.04 by \$426,497.00 to \$1,276,826.04.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
8000AA	0.00	421,497.00	421,497.00
9000AA	0.00	5,000.00	5,000.00

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
-----	---	-----	---	---	-----	-----
5000		(Base Year) 1 June 2012- 31 May 2013				██████████
5000AA	U009	(Base Year) Labor (O&MN,N)	████	█	██████████	██████████
5001		(Option Year 1) 1 June 2013- 31 May 2014				██████████
5001AA	U009	(Option Year 1) Labor (O&MN,N)	████	█	██████████	██████████

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	---	-----	---	---	-----
6000		(Base Year) 1 June 2012- 31 May 2013			██████████
6000AA	U009	(Base Year) Travel (O&MN,N)	12.0	MO	██████████
6001		(Base Year) 1 June 2012- 31 May 2013			██████████
6001AA	U009	(Base Year) Other Direct Cost (O&MN,N)	1.0	LO	██████████
6002		(Option Year 1) 1 June 2013- 31 May 2014			██████████
6002AA	U009	(Option Year 1) Travel (O&MN,N)	1.0	LO	██████████
6003		(Option Year 1) 1 June 2013- 31 May 2014			██████████
6003AA	U009	(Option Year 1) Other Direct Cost	1.0	LO	██████████

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(O&MN,N)

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000		(Option Year 2) 1 June 2014- 31 May 2015				██████████
8000AA	U009	(Option Year 2) Labor (O&MN,N)	████	█	██████████	██████████

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000		(Option Year 2) 1 June 2014- 31 May 2015			██████████
9000AA	U009	(Option Year 2) Travel (O&MN,N)	1.0	LO	██████████
9001		(Option Year 2) 1 June 2014- 31 May 2015			██████████
9001AA	U009	(Option Year 2) Other Direct Cost (O&MN,N) Option	1.0	LO	██████████

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement

For

AC/S G-3 Joint Training Section,

Training and Education Command (TECOM)

Training Transformation (T2)

Professional, Administrative and Management Support Services

C-1. BACKGROUND. The Assistant Chief of Staff (AC/S) G-3 Joint Training Section is one of nine (9) sections aligned under the AC/S G-3, TECOM, Marine Corps Combat Development Command (MCCDC), Quantico, VA. The Joint National Training Capability (JNTC) Joint Management Office (JMO) is located at Joint Staff J-7 (Joint and Coalition Warfighting (JCW)) (JS J-7) in Suffolk, Virginia.

C-1.1 AC/S G-3, TECOM, Joint Training Section working in concert with JCW JS J-7, specifically the JNTC JMO, enhances the Marine Corps training programs with the integration of a series of specific joint, interagency and multi-national (JIM) context solutions to USJFCOM identified joint training shortfalls that have been identified through the accreditation of these programs. The supported Marine Corps pre-deployment and staff training programs consist of; Marine Air Ground Task Force Training Command (MAGTF-TC), Marine Aviation Weapons & Tactics Squadron One (MAWTS-1), MAGTF Staff Training Program (MSTP), Mountain Warfare Training Center (MWTC), and Marine Corps Tactics and Operations Group (MCTOG).

C-2. SCOPE. THE AC/S G-3 JOINT TRAINING SECTION, TRAINING AND EDUCATION COMMAND (TECOM), MARINE CORPS COMBAT DEVELOPMENT COMMAND (MCCDC), QUANTICO, VA HAS A REQUIREMENT FOR PROFESSIONAL, ADMINISTRATIVE AND MANAGEMENT SUPPORT SERVICES TO ASSIST THE AC/S G-3 TECOM IN HIS MISSION AS THE MARINE CORPS LEAD FOR THE MARINE CORPS JOINT NATIONAL TRAINING CAPABILITY (JNTC) THAT FALLS UNDER THE GREATER DEPARTMENT OF DEFENSE (DOD) TRAINING TRANSFORMATION (T2) PROGRAM BY PROVIDING ON-SITE FUNCTIONAL, RESEARCH, AND PROGRAMMATIC SUPPORT SERVICES.

C-3. OBJECTIVE. There are two primary objectives for this requirement:

C-3.1. Provide support to AC/S G-3, TECOM via the Head, AC/S G-3 Joint Training Section, TECOM, in the design and implementation of T2 initiatives, specifically the JNTC.

C-3.2. Provide liaison for all JNTC coordination between the Marine Corps TECOM and JCW JS J-7.

C-4. GENERAL REQUIREMENTS.

C-4.1. The Contractor shall provide AC/S G-3 Joint Training Section, TECOM with comprehensive capabilities to support mission accomplishment. Collectively, the Contractor will perform support services across nine (9) task areas.

C-4.2. Personnel and Training. The Contractor shall be responsible for employment, training, guidance, and supervision of qualified personnel performing under this task order. The Contractor shall accomplish the assigned work by employing and utilizing qualified personnel possessing an appropriate combination of education, training, and experience to successfully accomplish this task order. No waivers will be proposed or considered. Noncompliance with qualifications will result in termination of the task order. The Contractor shall not bill the government as a direct charge for employee time spent in training, or for the training itself.

C-4.2.1. All contractor personnel performing under this task order are considered key personnel.

C-4.2.2. The Contractor team must have the capability to draw upon education, knowledge, experience, and/or demonstrated skills in the following areas:

- DoD Training Transformation (T2) Program
- Joint National Training Capability (JNTC) Program

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- Joint Staff J-7 (Joint and Coalition Warfighting (JCW)) (JS J-7)
- OSD Readiness and Training Policy and Programs (RTPP)
- National Security Policy and Directives
- Joint Capability Development and Integration System (JCIDS)
- Joint Operating Concepts
- Marine Corps Training and Education Command (TECOM)
- Marine Corps Expeditionary Force Development System (EFDS)
- Joint and Marine-Air-Ground Task Force (MAGTF) Operations
- Marine Corps Mission, Structure, and Vision & Strategy
- Naval and Marine Corps Warfighting Concepts

C-4.3. Contract Administration. The Contractor shall establish processes and assign appropriate resources to effectively administer the task order. This shall include management of the task order, personnel actions, finance, and Government interface with AC/S G-3 Joint Training Section, TECOM and JCW JS J-7 staff. At all times, the Contractor shall be responsible for the actions of their personnel. The Government will not consider the roles of contract support staff as direct charge elements of performance.

C-4.4. Government Responsibilities and Interface.

The Contractor shall establish and maintain the necessary interfaces with government staff required to execute their program strategy. The AC/S G-3, TECOM will assign a designated COR who will have cognizance over all tasks and execute responsibilities for technical oversight of performance, deliverables acceptance, invoiced certification, and coordination of follow-on work efforts. The RCO PCO will interface with the Prime Contractor representatives for payment and administration.

C-5. SPECIFIC REQUIREMENTS

C-5.1. The Contractor is responsible for providing qualified subject matter experts, support and management staff to execute the provisions of this task order. The Contractor shall fully understand the T2 Program and its three (3) pillars of JNTC, Joint Knowledge Development and Distribution Capability (JKDDC), and the Joint Assessment Enabling Capability (JAEC). The Contractor shall task-organize his team to provide support in two (2) capability categories as listed below:

- 1) On-site T2/JNTC Capability at AC/S G-3, Joint Training Section, TECOM
- 2) On-site TECOM JNTC Liaison Capability at JCW JS J-7

C-5.2. Prospective contractor team members may perform services in one or more capability categories. Individuals providing support in a particular capability category will perform a unique set of tasks. The following tasks shall be performed for each capability category as shown below in the crosswalk of tasks in 5.3 below.

C-5.2.1. Task 1: The Contractor shall provide on-site functional and programmatic support to CG TECOM and Head, Joint Training Section, AC/S G-3, TECOM in the design and implementation of T2 initiatives, specifically the Marine Corps JNTC Program at Quantico, VA.

C-5.2.2. Task 2: The Contractor shall provide on-site liaison for all JNTC coordination between CG TECOM and JCW JS J-7 at Suffolk, VA.

C-5.2.3. Task 3: The Contractor shall provide input and assistance into training analysis, evaluations, and reviews related to T2 requirements.

C-5.2.4. Task 4: The Contractor shall fully understand the T2 Program and its three pillars of JNTC, Joint

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Knowledge Development and Distribution Capability (JKDDC), and the Joint Assessment Enabling Capability (JAEC).

C-5.2.5. Task 5: The Contractor shall provide support in the development of processes by linking said processes to mission essential tasks as justified by higher guidance to Marine Corps Training and Readiness (T&R) Manuals, Mission Performance Steps (MPSs), and Individual Training Standards (ITSs).

C-5.2.6. Task 6: The Contractor shall support the Marine Corps in leading Component Interoperability Training.

C-5.2.7. Task 7: The Contractor shall provide support to Marine Corps Plans, Policy, & Operations (PP&O) and Marine Forces (MARFORs).

C-5.2.8. Task 8: The Contractor shall assist in the downloading/updating of tasks existing within the TECOM, Marine Corps, and Joint directives and processes (familiar and proficient with Marine Corps Action Tracking System (MCATS) and the Joint Staff Action Package (JSAP) system.

C-5.2.9. Task 9: The Contractor shall provide subject matter expertise concerning Pre-deployment Training Programs (PTPs) at Marine Corps training programs and interagency training (to include Provincial Reconstruction Teams (PRTs) and DoS/coordinator for Reconstruction and Stabilization (S/CRS).

C-5.3. **CROSSWALK OF TASKS TO CAPABILITY CATEGORIES**

AC/S G-3, TECOM

Task (T)	TECOM	JCWJSJ-7
	<u>T2 JNTC</u>	LNO
T 1.0	x	
T 2.0		x
T 3.0	x	x
T 4.0	x	x
T 5.0	x	
T 6.0	x	x
T 7.0	x	x
T 8.0	x	
T 9.0	x	x

C-5.4. **PERFORMANCE MANAGEMENT.** The Contractor shall provide the necessary resources and infrastructure to manage and administer the task order. The selection of teaming partners, subcontractors, facilities, and other business considerations is discretionary on the part of the Contractor, so long as they conform to the labor categories, pricing, and performance terms and conditions that bind the prime. The Contractor shall establish processes and assign appropriate management and support resources to administer the resulting task order and to interface with the Government's Contracting Officer's Representative (COR). This shall include management of the task order, staffing actions, subcontractor management, finance, and Government interface with AC/S G-3, TECOM staff. At all times, the prime Contractor shall be responsible for the actions of their teaming partners and subcontractors. The Government will not consider the roles of contract support staff as direct charge elements of performance.

C-5.35. **TECHNICAL PERFORMANCE QUALITY.** The Contractor shall be responsible for establishing a staff complement capable of handling the responsibilities of task order execution and coordination of team resources. Task leads may be appointed from any team member, however, technical cognizance over performance remains with the prime Contractor at all times. The prime Contractor is responsible for all assigned resources, performance quality (e.g., QASP compliance), and deliverables associated with the task order.

C-5.46. **QUALIFICATIONS** The Contractor shall be responsible for staffing, competency training, guidance, and supervision of qualified personnel performing under the resulting task order. The Contractor shall accomplish the assigned work by employing and utilizing qualified personnel possessing an appropriate combination of education, training, and experience required to respond to the PWS criteria. No waivers

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will be proposed or considered. Staff initially assigned shall provide the benchmark for replacement staff qualifications and no dilution of such qualifications, or reduction in performance shall be incurred by the government as a result of staff reassignment/departure. The Contractor shall not bill the Government as a direct charge for employee time spent in training, or for the training itself.

C-5.57. **SECURITY.** Much of the work carried out at AC/S G-3 TECOM and JCW JS J-7 facilities is performed in secure, classified work areas. All tasks will be conducted in full compliance with DoD security regulations. Personnel will have at a minimum, a “Secret” security clearance. A DD 254 will be provided to the prime Contractor upon task order award.

C-5.57.1 The Contractor shall provide each employee with an identification badge, which identifies by photograph the individual as an employee of the contractor. These badges shall be worn at all times and presented for examination upon the request from the COR, QA Personnel, Military Police or any other Government official with a need to see the badge.

C-5.57.2 All contractor personnel attending meetings, answering Government telephones, communication by email, working on site, where their contractor status is not known to third parties, must identify themselves as contractors, to include wearing ID badges, which identify them as contractor personnel. Unless otherwise directed by the COR, all documents produced or revised by contractors or developed through contractor participation must be marked as “contractor generated documents” or otherwise identified in a manner that discloses the contractor’s participation.

C-6. PLACE AND PERIOD OF PERFORMANCE.

C-6.1. **Place of Performance.** The work shall take place primarily in AC/S G-3, Joint Training Section, TECOM and JCW JS J-7 facilities located in Quantico and Suffolk, Virginia. The majority of the services shall be performed during the normal workings hours of 0730-1700, Monday through Friday with eight (8) hour workdays the expected norm. Flexible schedules for each individual may be accommodated, but must be concurred with by the COR. Some personnel may be required to work outside the schedule noted above depending upon the needs of the government. These occasions will be infrequent – the contractor and the COR will mutually agree upon any/all deviations to the schedule.

C-6.2. At the direction of the COR, participation in conferences, wargames, experiments, and seminars at locations other than at AC/S G-3, TECOM or JCW JS J7 facilities may be occasionally required. The contractor is not required to provide off-site facility services.

C-6.3. **Period of Performance.** The period of performance for this task order is from date of award for a base period of one (1) year, and, optionally up to two (2) one (1) year option periods.

C-6.3.1. **Management Performance.** The Contractor shall support all facets of technical performance with a sound management structure that ensures cost-effective support to AC/S G-3, TECOM in the execution of their mission. Throughout contract performance the Contractor is responsible for ensuring that assigned staff are executing responsibilities in consonance with their proposal response and associated quality standards. The Contractor’s Program Manager is the principal responsible for all facets of performance, including personnel staffing, quality process adherence, selection and assignment of roles supporting AC/s G-3, TECOM. This is inclusive of Contractor-Government coordination (e.g., management and technical), appropriate performance reviews, progress/performance briefings, and interface with AC/S G-3, TECOM to accomplish task planning and staffing. The Program Manager is the direct counterpart of AC/S G-3, TECOM’s Contracting Officer’s Representative (COR).

C-6.3.2. **QUALITY ASSURANCE AND PERFORMANCE.** A Quality Assurance Surveillance Program (QASP) will establish the requirements for acceptance of work, performance quality, and associated deliverables. The COR is responsible for establishing the provisions of the QASP. The QASP shall incorporate the contractor’s proposed quality control processes with the government’s terms and conditions for acceptance of products and services. Additionally, the contractor shall develop and include a set of functional metrics at both the Division and contract level that shall serve as a means for performance benchmarking. Such metrics will be employed by the COR as a means for gauging overall effectiveness and correcting any problems associated with performance. Overall quality ratings will be provided to the contractor quarterly for task order level performance. The contractor shall provide their Quality Plan to the COR within thirty (30) days after task order award for review and comment.

C-6.3.3. **CONTRACT PERFORMANCE REVIEW.** The contractor, in conjunction with guidance provided by the COR, shall schedule and conduct a quarterly (based upon fiscal year) Program Review within fifteen (15) calendar days of the final day of the month for the period of performance (e.g., October - December – before Jan 16th). The location for this review shall be at the discretion of the Government. The agenda for the review shall be developed between the Contractor’s Program Manager and the COR. The agenda items shall include the elements of the monthly Progress Report, performance metrics, as well as any additional items deemed important by the parties. The government reserves the right to change the timing (e.g., semi-annually vice quarterly), content and format, as required.

C-6.3.4. **TRAVEL AND ODC MANAGEMENT.** The Contractor is responsible for implementing a travel and ODC management program that ensures adherence to procedures and suitable controls to prevent unauthorized cost incurrence. Travel authorization requires pre-approval of responsible government staff prior to incurring costs. Travel is to be authorized by the COR prior to any travel commencing on this task

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order. All travel costs will be in accordance with the Joint Travel Regulations. Costs incurred without authorization will not be reimbursed.

C-6.3.4.1 **Local Travel.** Local travel within the Washington Metropolitan and Suffolk/Norfolk Tidewater area's will be required. The Government will not reimburse local travel. Local travel is defined as travel within a 50-mile radius of the government location for which services are being provided.

C-6.3.4.2 **Non-Local Travel.** Travel may be required and will be identified by the COR. The Government will reimburse the Contractor for all non-local travel in accordance with the Joint Travel Regulations (JTR). Non-local travel is defined as travel outside of a 50-mile radius of the government location for which services are being provided.

C-6.3.5. Equipment/Materials

C-6.3.5.1. **Government Furnished Equipment (GFE).** The government shall provide work spaces in support of this task order. The government shall provide a desk and landline phone for each contractor to use.

All Contractor personnel performing under this task order shall have a Common Access Card (CAC) and a "@usmc.mil" electronic mail address.

C-6.3.5.2. **Contractor Furnished Materials.** The Contractor shall provide contractor personnel, all necessary equipment (computers, cell phones/PDAs, printers), models, tools, software applications, and other resources (office supplies, paper, pens, etc) necessary to execute performance of under this task order. No additional charges (e.g., ODC's) shall be made to the government for procurement of equipment, software, or other tools necessary to perform this task order.

C-6.3.5.3. The contractor is responsible for obtaining NMCI seats through EDS at Joint Training Section, AC/S G-3, TECOM or other seats as directed by TOM.

C-7. Data Rights. The Marine Corps shall have full data rights to all products and deliverables produced under this task order. All deliverables produced for this effort including, but not limited to, all research, reports, training materials, informational packages, and all intellectual property rights in or to such deliverables, in whatever form, created, generated, or produced under this PWS shall become the property of the Marine Corps.

C-7.1 Deliverables. Unless otherwise agreed to by the parties, the government will provide written acceptance, comments, and/or change requests, if any, within five (5) business days from receipt of any formal deliverable. If written acceptance, comments, and/or change requests are not provided within five (5) business days, the deliverable shall be deemed acceptable as written by the contractor. If the Government provides comments and/or change requests, the contractor shall have five (5) business days from receipt of the government correspondence to incorporate the comments and/or change requests and resubmit the deliverable. Formal quality control measures are expected to be executed for all formal deliverables under this task order. All products delivered under this PWS will conform to current DoD, Department of the Navy (DoN) and Marine Corps standards and guidelines. The Marine Corps will maintain full data rights to all products and deliverables. The Contractor will submit deliverable reports in both hard copy and electronic format via Microsoft Office format to the COR specifying the deliverable(s) and the task(s), of which it is a part, as specified in the PWS. The table below specifies the deliverables to be submitted under this task order.

Deliverable	Content	Due Date
Point Papers and research papers	Summarize salient background, discussion, and recommendation material for use by Marine Corps and government personnel to generate input to AC/S G -3, TECOM and joint training capability development deliberations, documents, reports, and process recommendations. At a minimum, the point/research paper shall include the topic, background, discussion, recommendations, and point of contact.	Due to the COR no later than five (5) business days after assignment. Point papers are due to the COR five (5) days after being tasked.
Written Minutes from meetings, conferences, workshops, and seminars	Summarizes the key issues from the proceedings and identifies potential Marine Corps equities, concerns, and recommendations for the way ahead. At a minimum, will include: date, duration, purpose of meeting, attendees, key persons contacted, places/units visited; items pending from previous meeting(s); items discussed, issues, and recommendations, and issues pending resolution for the next meeting.	To the COR no later than five (5) business days after the event.

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After Action Reports (AARs) from meetings, conferences, workshops, and seminars	Summarizes the key issues from the proceedings and identifies potential Marine Corps equities, concerns, and recommendations for the way ahead. At a minimum, it shall include date, purpose of the event, participants; Marine Corps equities; outcomes; issues; and recommendations.	<u>AARs</u> . Submitted to the COR at the end of an event/trip such as a major conference, joint training solution proof-of-concept/demonstration, Mission Rehearsal Exercise (MRX), etc. It is due within five (5) business days after completion of the event.
Monthly Report	Summarizes the following: - Total contract staffing by position and assignment - Copies of deliverables (after-action reports, point/research papers, and written minutes) - Personnel turnover and future staffing projections if applicable - Summary of overall activity by position	Due to the COR with copy to the Contracting Officer not later than the 15 th day of the following month for work accomplished from the first through the final calendar day of the previous month.
Quarterly Program Reviews	schedule and conduct a quarterly (based upon fiscal year) Program Review, Agenda shall be developed between the Contractor's Program Manager and the COR. Agenda shall include the elements of the monthly Progress Report, performance metrics, as well as any additional items deemed important by the parties.	Due within fifteen (15) calendar days of the final day of the month for the period of performance (e.g., October - December – before Jan 16 th).

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SECTION D PACKAGING AND MARKING

In accordance with the Seaport-e MAC.

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

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SECTION E INSPECTION AND ACCEPTANCE

E-1.1 The resulting task order shall designate a Task Order Manager (TOM) who shall perform inspections and final acceptance for the Government. The TOM, to be identified in Section G, in addition to the Contracting Officer, are the only persons empowered to inspect and accept work under the resulting task order.

E-1.2 Inspection and acceptance of all services shall be performed by the Government. Payment shall not be made under the resulting task order for services performed without formal acceptance by the TOM.

E-1.3 All deliverables produced under the resulting task order shall meet applicable standards, quality acceptance criteria, and will be accepted or rejected, in writing, by the TOM within twenty (20) days of receipt unless a different period is specified in the task order.

E-1.4 The TOM is the accepting authority. Failure by the Government to give written notice within twenty (20) days will constitute acceptance by the Government. If rejected, the Government will list the task order deficiencies in letter of rejection to the Contractor.

E-1.5 Task order deficiencies shall be corrected within a time period agreed upon between the TOM and the Contractor. The deliverable(s) will not be considered as having been accepted until such task order deficiencies have been corrected. Deficiencies in deliverables shall be corrected at no additional cost to the Government. If a time cannot be mutually agreed upon between the parties, the Contracting Officer reserves the right to unilaterally establish a date for delivery.

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SECTION F DELIVERABLES OR PERFORMANCE

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

5000AA	6/1/2012 - 5/31/2013
5001AA	6/1/2013 - 5/31/2014
6000AA	6/1/2012 - 5/31/2013
6001AA	6/1/2012 - 5/31/2013
6002AA	6/1/2013 - 5/31/2014
6003AA	6/1/2013 - 5/31/2014
8000AA	6/1/2014 - 5/31/2015
9000AA	6/1/2014 - 5/31/2015

CLIN - DELIVERIES OR PERFORMANCE

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

5000AA	6/1/2012 - 5/31/2013
5001AA	6/1/2013 - 5/31/2014
6000AA	6/1/2012 - 5/31/2013
6001AA	6/1/2012 - 5/31/2013
6002AA	6/1/2013 - 5/31/2014
6003AA	6/1/2013 - 5/31/2014
8000AA	6/1/2014 - 5/31/2015
9000AA	6/1/2014 - 5/31/2015

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

9001AA	6/1/2014 - 5/31/2015
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Services to be performed hereunder will be provided at (insert specific address and building etc.)

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SECTION G CONTRACT ADMINISTRATION DATA

USMC WIDE AREA WORKFLOW IMPLEMENTATION (AUG 2006)

To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUEST (MAR 2008)", the United States Marine Corps (USMC) utilizes Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track Invoices and Receipt/Acceptance documents electronically.

The contractor is required to utilize this system when processing invoices and receiving reports under this contract/order, unless the provision at DFARS 252.232-7003(c) applies. *The contractor shall (i) ensure an Electronic Business Point of Contact is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil> site, within ten (10) calendar days after award of this contract or modification. Step by step procedures to register are available at the <https://wawf.eb.mil> site.*

*The USMC WAWF-RA point of contact (POC) for this contract is Ms. Tulloss, Danielle and can be reached at telephone number (703) 784-3594; email address Danielle.Tulloss@usmc.mil. The contractor is directed to use the **2-in-1** format when processing invoices and receiving reports.*

When entering the invoice into WAWF-RA, the contractor shall fill in the following DoDAAC fields or DoDAAC extensions:

The Contracting Office provides the following to assist the contractor with entering data in WAWF-RA, as follows:

Contract Number	N00178-04-D-4119
Delivery Order	MUT2
Cage Code/Ext	1G361
Pay DoDAAC	HQ0338
Issue Date	June 1, 2012
Issue By DoDAAC	M00264
Admin By DoDAAC	S2404A
Ship To Code/Ext	M95430
Ship From Code/Ext	(Normally leave Blank)
LPO DoDAAC	"Leave Blank" (Instruct the contractor to leave blank unless Navy Pay Office. If so, insert correct LPO DoDAAC)
Acceptor Email Address	charles.corroon@usmc.mil
Inspect By DoDAAC/Ext	"Leave Blank" (Instruct the contractor to leave blank unless inspected at Source-then the source inspection DoDAAC should be entered which is normally a DCMA DoDAAC)

In some situations the WAWF-RA system will pre-populate the "Issue By DoDAAC", "Admin By DoDAAC" and "Pay DoDAAC". Contractor shall verify those DoDAACs automatically entered by the WAWF-RA system match the above information. If these DoDAACs do not match, then the contractor shall correct the field(s) and notify the Contracting Officer of the discrepancy (ies). Step by step WAWF-RA invoicing procedures for "Combo," "2-in-1," and "Cost Voucher" are available at the USMC paperless site at <http://www.marcorsyscom.usmc.mil/sites/pa/> under "Vendor Interface" section. On the Vendor Interface page click on "WAWF-RA" header at the top of the page. Under downloads on the WAWF-RA page that appears, click the appropriate document either "Combo," "2-in-1," or "Cost Voucher" to download the instructions.

NOTE TO CONTRACTOR:

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Before closing out of an invoice session in WAWF-RA, but after submitting the document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on "Send More Email Notification" on the page that appears. Add the acceptor's/receiver's email address (Note this address is their work email address not their WAWF-RA organizational email address) 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 the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF-RA system.

NOTE: The POCs identified above are for WAWF-RA issues only. Any other contracting questions/problems should be addressed to the Contracting Officer or other person identified in the contract to whom questions are to be addressed.

(End of clause)

U3 –DD 250 RECEIVING REPORT SUBMISSION THROUGH WIDE AREA WORKFLOW - RECEIPT AND ACCEPTANCE (WAWF-RA)

NOTICE TO RECEIVERS/ACCEPTORS OF SUPPLIES AND/OR SERVICES:

It is the responsibility of the receiving activity to electronically submit to DFAS through WAWF-RA the DD-250, receipt/inspection and acceptance of supplies and/or services. Electronic submission shall be initiated no later than 7 days after receipt.

For further explanation refer to the following websites:

<https://wawf.eb.mil>

<http://www.marcorsyscom.usmc.mil/sies/pa/receipts.asp>

Accounting Data

SLINID	PR Number	Amount
5000AA	M9543012SUJN004	██████████0
LLA :		
AA 97201001105 253 67856 067443 2D M95430 XGJN2SUJN004		
Standard Number: M9543012SUJN004		
6000AA	M9543012SUJN004	██████████
LLA :		
AA 97201001105 253 67856 067443 2D M95430 XGJN2SUJN004		
Standard Number: M9543012SUJN004		
6001AA	M9543012SUJN004	██████████
LLA :		
AA 97201001105 253 67856 067443 2D M95430 XGJN2SUJN004		
Standard Number: M9543012SUJN004		

BASE Funding ██████████

MOD 01

5001AA	M9543013SUJN003	██████████
LLA :		
AB 97301001105 253 67856 067443 2D M95430 XGJN3SUJN003		
Standard Number: M9543013SUJN003		
6002AA	M9543013SUJN003	██████████
LLA :		
AB 97301001105 253 67856 067443 2D M95430 XGJN3SUJN003		
Standard Number: M9543013SUJN003		

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6003AA M9543013SUJN003 [REDACTED]
LLA :
AB 97301001105 253 67856 067443 2D M95430 XGJN3SUJN003
Standard Number: M9543013SUJN003

MOD 01 Funding [REDACTED]
[REDACTED]

MOD 02

8000AA M9543014SUJN002 [REDACTED]
LLA :
AC 97401001105 253 67856 067443 2D M95430 4JNSUJN002
Standard Number: M9543014SUJN002

9000AA M9543014SUJN002 [REDACTED]
LLA :
AC 97401001105 253 67856 067443 2D M95430 4JNSUJN002
Standard Number: M9543014SUJN002

MOD 02 Funding [REDACTED]
[REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 Security, Travel, and Other Direct Costs (ODC)

H-1.1 Security. Access to Government buildings will be granted for support staff and network accounts established. All contractor staff shall abide by the rules of conduct for the installation and the organization that they are supporting. This includes adherence to personnel security (i.e. badges, Common Access Card (CAC)), information security policies, and work area access.

H-1.2 Travel. CONUS travel is anticipated in support of this effort with limited potential requirements for OCONUS travel. Travel required of contractor personnel in the performance of their duties shall be reimbursed by the government, as in accordance with the Federal Travel Regulations (FTR) and or Joint Travel Regulation (JTR). Travel request submissions should be forwarded to the Task Order Manager (TOM) for authorization. The contractor shall ensure travel costs incurred by personnel are within funding limitations established by the government and are approved in advanced of execution. Daily travel to and from work, and any local travel aboard the installation, in performance of daily duties, is not reimbursable by the government.

H-1.3 Other Direct Costs (ODC). ODCs associated with the cost of business (i.e. cellular services, special computer applications, Blackberry's, etc.) must be identified in the proposal for consideration as an allowable cost. The government considers all such incidental items the responsibility of the contractor and discretionary use. The contractor is required to identify any, and all non-labor costs associated with the operation of their strategy. This includes clearly identifying non-labor service requirements, incidentals, or non-recurring charges, and related costs of the proposed operation. The government will not reimburse such charges "after the fact", nor accept a reduced standard of performance should the rejection of such charges compel the contractor to reduce their support operation. Travel and ODC's must be approved by the TOM.

H-2 Substitution of Key Personnel

H-2.1 The contractor agrees to assign to the contract those personnel whose resumes are submitted with its proposal, who are necessary to fill requirements of the task order. No substitutions shall be made except in accordance with this clause.

H-2.2 The contractor agrees that during the first 120 days of the performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's termination of employment, sudden illness, or death. In any of these events, the contractor shall promptly notify the TOM and provide information explaining the circumstances. After the initial performance period, all proposed substitutions must be submitted in writing, at least fifteen (15) days, prior to proposed substitution, and at least thirty (30) days if a security clearance is to be obtained. All proposed substitution requests must be submitted to the TOM for approval.

H-2.3 All requests for substitutions shall provide a detailed explanation of the circumstances necessitating the proposed change, a complete resume for the proposed substitute, and any other information requested by the TOM, needed to approve or disapprove the proposed substitution. All proposed substitutions shall have qualifications that are equal to or higher than the qualifications of the person replaced. The TOM shall evaluate each request and promptly notify the contractor of their approval and/or disapproval.

H-2.4 Key personnel are understood to be those individuals for whom resumes are submitted as in the Technical proposal.

H-3 Software and Data Rights

H-3.1 The Marine Corps desires unrestricted use of the subject deliverables that are part of this effort; therefore, any limited or restricted data rights, information, software documentation, items and/or other materials including, but not limited to, the Contractor's or a Third Party's Proprietary data, information, software, software documentation, items and/or other materials (including, but not limited to, training or system design or system design-related materials) must not be used for any effort under this PWS without the Contracting Officer's specific, written approval prior to start of work.

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H-3.2 Deliverables. All deliverables produced for this effort including, but not limited to, all research, reports, training materials, training programs, training and informational packages, curricula, courses, publications, tools, reports, databases, presentation packages such as PowerPoint slides, computations and backup information, visual aids, meeting minutes and supporting documentation, instructions, and administrative/student kits, computer software and hardware, source code, interfaces, tools, works, items, and information, and all intellectual property rights in or to such deliverables, in whatever form, created, generated, or produced under this PWS shall become the property of the Marine Corps; therefore, the Marine Corps shall have the irrevocable right to use, modify, reproduce, and distribute each such deliverable in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so. Furthermore, the Contractor shall not use the Contractor's or a Third-Party's proprietary data, information, software, items and/or other materials for any purpose without meeting the requirements of DFARS clause 252.227-7020, and without the specific, written approval by the Contracting Officer, prior to start of any work.

H-3.3 All programming code, instructions, reports, studies, works, materials, items, etc developed during this project are the property of the Government, and may not be reused without prior written permission of the Government. Likewise, presentation(s) of these items to the general public is prohibited without written permission of the Government.

H-4 Software and Data Rights - Unlimited Rights and Rights in Special Works.

The Government shall be provided with unlimited rights in or any data, software, software documentation, and/or other items created, generated, or produced in support of this contract, in accordance with the policies expressed by the FAR and DFARS, and the requirements of DFARS 227.701 and the requirements of DFARS clause 252.207-7000, Disclosure of Information, DFARS clause 252.227-7013 Rights to Technical Data - Non-commercial Items, DFARS clause 252.227-7014, Rights in Non-commercial Computer Software and Non-commercial Computer Software Documentation, DFARS clause 252.227-7015, Technical Data - Commercial Items, DFARS clause 252.227-7017, Identification and Assertion of use, release, or disclosure restrictions, DFARS clause 252.227-7020, Rights in Special Works, DFARS clause 252.227-7021, Rights in Data - Existing Works, DFARS 225.227-7025, Limitations on the Use or Disclosure of Government - Furnished Information Marked with Restrictive Legends, DFARS 252.227-7027, Deferred Ordering of Technical Data or Computer Software, DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data and/or any other Clause or other requirement stated herein.

H-4.1 Government data

No data, materials, or other items created or provided expressly for this contract shall be used by the contractor for any purpose other than for the support and performance under this contract without the prior written permission of the Contracting Officer. The contractor is obligated to protect from unauthorized use or disclosure of any government confidential or classified material(s) and government owned proprietary data obtained in the course of performance of services under any government contract as long as such data remains proprietary, confidential, or classified. Any information obtained in the course of duties or the performance of services under this contract including, but not limited to, information that may be made available for use which relates to the technical data, trade secrets, processes, operations, style of work, or apparatus, or to the technical data, statistical data, amount of source of any income, profits, losses, or expenditures of any person, firm, partnership, corporation, or association is included in this clause. Contract personnel shall not publish, divulge, disclose, or make known this information in any manner or to any extent not authorized by the Commanding General, Marine Corps Training and Education Command.

H-5 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

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H-5.1 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

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SECTION I CONTRACT CLAUSES

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (Jul 2010)

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

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor’s general and administrative expenses or indirect cost.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsr.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor’s parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

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(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <http://www.ccr.gov>, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

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(e) Phase-in of reporting of subcontracts of \$25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

(End of clause)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (Dec 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

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(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

QASP

Past Performance Questionnaire