

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 14	3. EFFECTIVE DATE 11-Mar-2010	4. REQUISITION/PURCHASE REQ. NO. M0008510RCPH0020002		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY RCO Quantico 3250 Catlin Ave Quantico VA 22134-5001 mackenzie.ebling@usmc.mil 703-784-1936	CODE M00264	7. ADMINISTERED BY (If other than Item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

RCO Quantico
3250 Catlin Ave
Quantico VA 22134-5001
mackenzie.ebling@usmc.mil 703-784-1936

DCMA VIRGINIA
10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Systems Planning and Analysis SPA 2001 N. Beauregard St., Suite 100 Alexandria VA 22311-1739	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4592-MUT1
CAGE CODE 7L563	FACILITY CODE 074814948
10B. DATED (SEE ITEM 13) 27-Sep-2007	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) Changes
<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) R. Michael Beattie, Vice President/Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PREDEEN A AIYELAWO, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/R. Michael Beattie (Signature of person authorized to sign)	15C. DATE SIGNED 16-Mar-2010	16B. UNITED STATES OF AMERICA BY /s/PREDEEN A AIYELAWO (Signature of Contracting Officer)	16C. DATE SIGNED 16-Mar-2010

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to add funding to Option Year 2.

Accordingly, said Task Order is modified as follows:

- 1) SLIN 420004 was funded in the amount of \$1,583,413.00
- 2) SLIN 620002 was funded in the amount of \$8,200.00
- 3) SLIN 620104 was funded in the amount of \$8,500.00

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

The total amount of funds obligated to the task is hereby increased by \$1,600,113.00 from \$6,573,524.00 to \$8,173,637.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
420004	O&MN,N	324,000.00	1,583,413.00	1,907,413.00
620002	O&MN,N	0.00	8,200.00	8,200.00
620104	O&MN,N	1,000.00	8,500.00	9,500.00

The total value of the order is hereby increased by \$0.00 from \$8,560,207.00 to \$8,560,207.00.

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 1 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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	Analytical Support (Base Year) in accordance with the Performance Based Statement of Work. (O&MN,N)	1.0	LH	\$2,136,125.00	\$166,855.00	\$2,302,980.00
1100	Analytical Support (Option Year One) in accordance with the Performance Based Statement of Work. (O&MN,N)	1.0	LH	\$2,604,476.00	\$203,353.00	\$2,807,829.00
110001	INCREMENTAL FUNDING (O&MN,N)					
110002	INCREMENTAL FUNDING (O&MN,N)					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

3000	ODC's for Base Year (Cost). (O&MN,N)	1.0	Lot	\$10,000.00
3001	Travel for Base Year (Cost) in accordance with JTR. (O&MN,N)	1.0	Lot	\$25,000.00
3100	ODC's for Option Year One (Cost). (O&MN,N)	1.0	Lot	\$10,000.00
310001	INCREMENTAL FUNDING (O&MN,N)			
310002	INCREMENTAL FUNDING (O&MN,N)			
3101	Travel for Option Year One (Cost) in accordance with the JTR. (O&MN,N)	1.0	Lot	\$25,000.00
310101	INCREMENTAL FUNDING (O&MN,N)			

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 2 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

310102 INCREMENTAL
FUNDING (O&MN,N)

For Cost Type Items:

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

4100	Analytical Support (Option One) in accordance with the Performance Based Statement of Work. (O&MN,N)	1.0 LH	\$0.00	\$0.00	\$0.00
410001	FUNDING (O&MN,N)				
4200	Analytical Support (Option Year Two) in accordance with the Performance Based Statement of Work. (O&MN,N)	1.0 LH	\$3,102,831.00	\$241,567.00	\$3,344,398.00
420001	Incremental Funding for Labor--Reflects 64 days (O&MN,N)				
420002	Incremental Funding for Labor--Funds CLIN until 31 DEC 2009. (O&MN,N)				
420003	Analytic Support (O&MN,N)				
420004	Incremental Funding for Labor--Funds CLIN until 27 Sep 2010 (O&MN,N)				
4300	Analytical Support (Option Year Three) in accordance with the Performance Based Statement of Work. (O&MN,N) Option	1.0 LH	\$3,240,774.00	\$252,334.00	\$3,493,108.00
4400	Analytical Support (Option Year Four) in accordance with the Performance Based Statement of Work. (O&MN,N) Option	1.0 LH	\$3,559,325.00	\$276,874.00	\$3,836,199.00

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 3 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

6100	ODC's for Option Year One (Cost) (O&MN,N)		1.0 Lot	\$0.00
6101	Travel for Option Year One (Cost) in accordance with JTR. (O&MN,N)		1.0 Lot	\$0.00
6200	ODC's for Option Year Two (Cost) (O&MN,N)		1.0 Lot	\$10,000.00
620001	Incrementally Funded for ODCs--Reflects 64 Days (O&MN,N)			
620002	Incrementally Funded for ODCs (O&MN,N)			
6201	Travel for Option Year Two (Cost) in accordance with JTR. (O&MN,N)		1.0 Lot	\$25,000.00
620101	Incrementally Funded for Travel--Reflects 64 Days (O&MN,N)			
620102	Incrementally Funded for Travel--Funds Contract to 31 DEC 2009. (O&MN,N)			
620103	Incrementally Funded for Travel--Analytica l Support (O&MN,N)			
620104	Incrementally Funded for Travel--Funds Contract to 31 Jan 2010. (O&MN,N)			
6300	ODC's for Option Year Three (Cost) (O&MN,N) Option		1.0 Lot	\$10,000.00

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 4 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

6301	Travel for Option Year Three (Cost) in accordance with JTR. (O&MN,N) Option	1.0 Lot	\$25,000.00
6400	ODC's for Option Year Four (Cost) (O&MN,N) Option	1.0 Lot	\$10,000.00
6401	Travel for Option Year Four (Cost) in accordance with JTR. (O&MN,N) Option	1.0 Lot	\$25,000.00

Note A: Base Period Items - Base Period CLINs (1000, 3000 and 3001). The base period of one year will commence on the date of Contract Award.

Note B: Option CLINs (1100, 3100, 3101, 4100, 4200, 4300, 4400, 6100, 6101, 6200, 6201, 6300, 6301, 6400 and 6401) to which the Option Clause in Section I-2 applies and which is to be supplied only if and to the extent said option is exercised.

5252.216-9204 LEVEL OF EFFORT -- FEE ADJUSTMENT FORMULA(SPAWAR) (MAR 1994)

(a) Subject to the provisions of the "Limitation of Cost" or "Limitation of Funds" clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the following number of staff-hours of direct labor, hereinafter referred to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

[Contractor shall insert number of estimated direct labor staff hours]

Total Staff-Hours (X)* Total Prime Staff-Hours Fixed Fee**

*(inclusive of Prime and any proposed Subcontractor(s))

Base Period _____

Option 1 _____

Option 2 _____

Option 3 _____

Option 4 _____

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel from an employee's residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 5 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(d) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:

(1) If the Contractor has provided not more than 105% of X or not less than 95% of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.

(2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, performance shall not extend beyond one full year from date of contract award without written modification from the contracting officer. In no event shall the Contractor be required to provide more than 105% of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.

(3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has Provided X staff-hours.

(4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d) (3) above, and the Contractor has not expended more than 95% of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work. The total fee due the contractor shall be adjusted so as to be in direct proportion to the number of direct hours utilized in the same ration of fee to the estimated total hours then set forth in the contract.

(5) Nothing herein contained shall, in any way, abrogate the Contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.

(e) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and DCAA office to which vouchers are submitted:

(1) The total number of staff-hours of direct labor expended during the applicable period.

(2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.

(3) A breakdown of other costs incurred.

(4) The Contractor's estimate of the total allowable cost incurred under the contract for the period. In the case of a cost under-run, the Contractor shall submit the following information in addition to that required above:

(5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.

(6) A calculation of the appropriate fee reduction in accordance with this clause.

All submissions required by this paragraph shall separately identify subcontractor information, if any.

PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(a) For purposes of this delivery order, "fee" means "fixed fee" in cost-plus-fixed-fee level of effort type delivery orders.

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 6 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to the percentages shown in the below table of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 7 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE BASED STATEMENT OF WORK

SUPPORT SERVICES

FOR PROGRAMS ASSESSMENT AND EVALUATION DIVISION, P&R DEPARTMENT

1.0 BACKGROUND

2.0 SCOPE

3.0 DELIVERABLES

4.0 TRAVEL

5.0 SECURITY

6.0 ADMINISTRATIVE CONSIDERATIONS

7.0 GENERAL REQUIREMENTS

8.0 POINTS OF CONTACT

9.0 PERIOD OF SERVICE

1.0 BACKGROUND

The Programs Assessment and Evaluation Division (PA&E), P&R Department, has a requirement to assist the Deputy Commandant, P&R Department, by providing Technical and Analytical Support services and Management Support to provide analysis and evaluation of plans, programs, and budgets in relation to U.S. defense and Marine Corps objectives, projected threats, joint contributions, estimated costs, and resource constraints involved in carrying out the Global War on Terror (GWOT). PA&E's mission is to provide independent, resource informed, enterprise wide decision support to United States Marine Corps (USMC) senior leadership to align DOD and USMC strategic objectives with Commandant of the Marine Corps (CMC) Title 10 responsibilities. The contractor shall provide analysis and evaluation of Marine Corps programs, concepts, requirements, doctrine, alternatives, documentation and technical risk, and provide project coordination support, and report and briefing preparation.

2.0 SCOPE

This Statement of Work (SOW) addresses support required in the areas of analysis, administration, and program management support for the PA&E Division, P&R Department. The Contractor shall be required to assist with the analysis required in support of PA&E's mission. The specific objectives of this SOW are:

2.0.1. To provide experienced operational, analytical support, and administrative personnel to PA&E, P&R Department, to support their mission statement.

2.0.2. To support PA&E, P&R Department, with the functional expertise required for both qualitative and

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 8 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

quantitative analysis to meet their mission, to assist Deputy Commandant, P&R's executive agent responsibilities, and to meet requirements levied by the Joint Staff, Office of the Secretary of Defense (OSD), and the Department of the Navy (DoN) that may impact future Marine Corps programmatic decisions.

2.1 REQUIREMENTS

2.1.1 SUPPORT PERSONNEL. PA&E Division is staffed primarily by uniformed Marine and civil service personnel. However, numerous division functions are not inherently governmental in nature and thus lend themselves to contractor augmentation. Most of these fall into technical analysis and administrative fields. Contractor support personnel will be embedded in branches and sections and work alongside Government employees. Optimally the contractors' work location will be the Pentagon in PA&E spaces, however, some personnel will necessarily be located in their contractor office outside the Pentagon. Contractor personnel shall be required to attend meetings and reviews as directed by the Government. The contractor shall assist in all aspects of meeting preparation and execution, including (but not limited to) preparing and coordinating agendas, preparing presentation materials, hosting and/or participating in the meetings, and drafting minutes and action items for distribution.

2.1.1.1 General Support

The Contractor shall assist with performing analysis and program support to include performing analysis of data and establishing information sources. The Contractor shall provide assistance in analysis of proposed system and product solutions. Support functions will include financial analysis and planning and cost and budget analysis. Contractor assistance is required to provide coordination of all efforts relating to database support, requirements definitions (for software, hardware and personnel support) and system security. The Contractor shall assist with defining workflows and processes; perform partner liaison duties for functionality, knowledge sharing, and process automation across all activities, processes, and functions associated with, or in support of, PA&E's mission, particularly:

- Analyze, evaluate, and provide recommendations for alternative plans, programs and budgets
- Review, analyze and evaluate programs for execution of approved strategies, policies, doctrine, and training
- Perform and participate in directed studies
- Conduct studies, analyses, and reviews of acquisition program processes, procedures, practices, and policies that facilitate the use of capabilities based approach in the acquisition of weapon systems within Marine Corps and joint service programs
- Participate in development of new requirement concepts
- Perform technical risk analysis and reliability assessments
- Review program acquisition and management documents
- Participate in the acquisition and program milestone decision process
- Assist in program coordination and program review

The Contractor shall conduct analyses of operational and functional processes in order to discern the advantages and disadvantages of current versus new designs/applications for various USMC systems/products. This analysis may include, but is not limited to:

- Identify anomalies in current proposals
- Evaluate and prepare essential position statements on the advantages and disadvantages of proposed

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 9 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

solutions.

- Perform tradeoff analyses, or critique proposed systems, in light of projected requirements and specify concepts required to meet these proposed requirements.
- Perform gap analyses, affordability analyses and assessments, and cost analyses.

This task historically required 3.0 Full Time Equivalent (FTEs) Contract employees with an Operations Research Analyst degree or equivalent. Expertise is also required in Cost Analysis and Defense Acquisition. Contractor personnel must have the ability to perform complex analysis including understanding of the system/situation, developing a clear problem statement, developing correct assumptions, using appropriate computer models/formulas/algorithms/spreadsheets, collecting data, developing an appropriate set of alternatives, producing accurate/clear/ timely/credible/optimal/presentable results, and performing sensitivity analysis of appropriate variables. **In this contract there will be 0.0 FTEs in the Base Year, 0.0 FTEs in the first option year , 2.0 FTEs in the second option year, 2.0 FTEs in the third option year, and 3.0 FTEs are required in the fourth option year.**

2.1.1.2 Analytical Support

The Contractor shall conduct analyses of operational and functional processes in order to discern the advantages and disadvantages of current versus new designs/applications for various USMC systems/products. This analysis may include, but is not limited to:

- Identify anomalies in current proposals
- Evaluate and prepare essential position statements on the advantages and disadvantages of proposed solutions.
- Perform tradeoff analyses, or critique proposed systems, in light of projected requirements and specify concepts required to meet these proposed requirements.
- Perform gap analyses, affordability analyses and assessments, and cost analyses.
- Applying analysis to ensure that fielded warfighting capabilities are materially sustained in terms of supply and provisioning support.
- Analyze the big ticket areas of Manpower, O&M, and Investment
- Analyze, evaluate, & provide alternate plans, programs and budgets
- Analyze Blue in Support of Green (BISOG) issues
- Quick-Turn Analyses
- Develop alternatives and tradeoffs
- Determine gaps in capability areas
- Shape emerging programs
- Prepare independent effectiveness analysis of acquisition alternatives
- Review, analyze & evaluate programs

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 10 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- Develop program priorities
- Provide CMC initial guidance
- Perform critical reviews of requirements, capabilities, and costs of systems
- Develop, apply and track performance metrics
- Prepare Program Assessment Rating Tool (PART) Assessments
- Evaluate accuracy and completeness of Analysis of Alternatives (AoAs)
- Accreditation of Performance and Pricing Models (PPMs)
- Develop computer models as needed for analyses
- Provide budget, system and USMC defense program projections
- Evaluate affordability of programs and investments
- Prepare Affordability Assessments of programs
- Perform Acquisition Logistics Support Analysis. (Acquisition Logistics Support is a multi-functional technical management discipline associated with the entire life-cycle from design through sustainment and modifications of cost effective systems that achieve the warfighters' peacetime and wartime readiness requirements. The principal objectives of acquisition logistics are to ensure that support considerations are an integral part of the system's requirements, that the system can be cost effectively supported through its life-cycle, and that the infrastructure elements necessary to the initial fielding and operational support of the system are identified, developed and acquired.)

This task historically required 4.0 Full Time Equivalent (FTEs) Contract employees with an Operations Research Analyst degree or equivalent. Expertise is also required in Cost Analysis and Defense Acquisition. Contractor personnel must have the ability to perform complex analysis including understanding of the system/situation, developing a clear problem statement, developing correct assumptions, using appropriate computer models/formulas/algorithms, experience with V V & A of computer models, collecting data, developing an appropriate set of alternatives, producing accurate/clear/ timely/credible/optimal/presentable results, and performing sensitivity analysis of appropriate variables. 4.0 FTEs will be required in the base year and throughout the life of the contract. One FTEs needs to be qualified in naval analysis including knowledge in shipbuilding, maritime prepositioning forces, joint seabasing and naval concept of operations.

2.1.1.3 Marine Requirements Oversight Council (MROC) Support

The MROC Secretariat provides all support required to facilitate the Marine Requirements Oversight Council (MROC), Army/Marine Corps Board (AMCB) and Navy/Marine Corps Board (NMCB) processes and is in direct support of the Assistant Commandant of the Marine Corps (ACMC) in his role as the MROC Chairman, the Deputy Commandant for Programs and Resources in his roles as the MROC Secretary and AMCB/NMCB Co-chair, and the Assistant Deputy Commandant for Programs and Resources (Programs) in his roles as the MROC Review Board Chairman and AMCB 1&2 Star Review Board Co-chair. The MROC Secretariat consists of the Lieutenant Colonel Section Head, the Assistant Section Head, and contractor support personnel.

The contractor shall perform the following tasks:

- The contractor will assist the MROC Secretariat Head in providing all required support to facilitate the MROC, AMCB and NMCB processes. The position requires a high level of initiative and proactive

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 11 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

coordination with a wide range of organizations and participants in the MROC, AMCB and NMCB processes.

- Advises the Senior Leadership (e.g., the Assistant Commandant, Deputy Commandants, and Assistant Deputy Commandants), MROC/AMCB/NMCB process participants, and other concerned parties on all aspects of the MROC, AMCB and NMCB processes and issues under consideration by the respective Senior Leadership forums.
- Identifies potential issues for MROC, AMCB and NMCB scheduling. Coordinates with various Marine Corps and external agencies to develop issues for scheduling and to determine the lead/supporting roles of participating organizations.
- Develops scheduling options for prospective topics, de-conflicts competing scheduling priorities, obtains scheduling approval from the Assistant Commandant (MROC) or Deputy Commandant for Programs and Resources (AMCB and NMCB), and promulgates scheduling information to all concerned parties and board members.
- Assists briefing organizations in the development of MROC, AMCB and NMCB presentations. Reviews MROC, AMCB and NMCB briefs to ensure that content is appropriate for the audience, relevant issues are identified, a full-range of alternatives are presented for consideration, sufficient analysis of each alternative has been conducted, and the brief is constructed logically and in accordance with MROC formatting conventions.
- Schedules, coordinates, and facilitates all MROC, AMCB and NMCB pre-briefs for the respective board Chairmen.
- Coordinates and facilitates all MRB, MROC, NMCB, and AMCB meeting support to include conference room scheduling, audio/visual support, the dissemination of read ahead materials, meeting set-up/tear-down, and the recording of meeting minutes.
- Manages the electronic staffing process for MROC, AMCB and NMCB topics deemed appropriate for electronic staffing to the respective board memberships.
- Prepares MROC, AMCB and NMCB memoranda documenting the proceedings and decisions of all meetings for the signature of the respective chairmen. Promulgates signed memoranda to all concerned parties and board members.
- Coordinates with appropriate organizations to ensure that all MROC, AMCB and NMCB decisions requiring subsequent actions are acted on in a timely manner and implemented in compliance with the MROC/AMCB/NMCB's decisions and intent.
- Assists in the management of the MROC Internet Homepage, to include access controls, uploading relevant documents, and recommending homepage improvements.
- Prepares status reports, position papers, and information papers as required.
- Maintains appropriate historical files for all MROC, AMCB and NMCB briefings and memoranda.

This task historically required 2.0 Full Time Equivalent (FTEs) Contract employees who possess the skills, experience, and acumen demonstrated by successful tours served on a military high-level Service, regional combatant commander, or coalition headquarters staff. The contractor must have a solid understanding of USMC organizations and operational concepts. Additionally, the contractor must possess fundamental knowledge of Headquarters Marine Corps organization and the Planning, Programming, Budgeting and Execution (PPBE) process. Knowledge of the Joint Capabilities Integration and Development System (JCIDS); the Marine Corps Expeditionary Force Development System (EFDS); the Defense Acquisition System is desirable. Skill in written and verbal communications; analytical skill, and providing advice to and

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 12 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

coordinating with Marine Corps Senior Leadership (i.e., senior General Officers and Senior Executive Service equivalents) and senior management personnel at the various Marine Corps and other Service staff agencies; maintaining rapport and communicating with all levels of management in order to present delicate positions on controversial matters in a professional manner. The contractor is delegated authority to facilitate the MROC, AMCB and NMCB processes or other USMC leadership and is expected to exercise initiative and act independently in the course of administering the process and resolving issues. The position requires the contractor to operate in a fast paced environment and prioritize multiple taskings. Taskings are normally general in nature, requiring the contractor to define the objectives and boundaries of tasks. The contractor analyzes complicated issues to determine task requirements, interprets policies, conducts fact-finding, prioritizes requirements, and proactively coordinates and negotiates with multiple stakeholders to facilitate the MROC, AMCB and NMCB processes as well as other USMC and PA&E concerns and resolve issues. In this contract there will be 0.0 FTEs required in the Base Year, 2.0 FTEs required in the first option year, 2.0 FTEs in the second option year, 2.0 FTEs in the third option year, and 2.0 FTEs required in the fourth option period.

2.1.1.4 Administrative Services

The contractor shall provide a range of administrative support services such as:

- coordination of schedules
- logistics and other support function for meetings and conferences
- briefing preparation
- completion and review of correspondence
- maintenance of correspondence and other approved or appropriate forms or formats

The contractor shall provide other support to include:

- interaction with customers
- managing business processes and procedures
- management of project schedules
- development of simple databases and spreadsheets
- asset management

Slide Preparation Support. The ability to prepare slides that contain advanced graphics and text, charts, spreadsheets, etc. quickly and effortlessly using Microsoft Power Point. Advanced Power Point training and extensive experience with advanced graphics will be required.

Contract Preparation and Administration Assistance. This would include coordinating task orders for signature, checking invoices (of other companies) and monthly status reports, archiving documents, presenting issues to the COR for action, etc. This would not include doing anything that is inherently governmental or that the COR is responsible for. No contract decisions or approval will be made.

This task will require 1.0 Full Time Equivalent (FTEs) Contract employees with at least an associates degree for the base year and all option years throughout the life of the contract. The position requires the contractor to operate in a fast paced environment and prioritize multiple taskings.

2.1.2 STUDIES AND ANALYSES

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 13 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

As determined by the Director, PA&E, individual tasks will be issued to obtain necessary analytical support. The Director PA&E will approve each task and will receive progress reports and final reports for each task, and distribute as appropriate. Government Subject Matter Experts will be assigned to each task (Sponsor and Project Officer), and will monitor their tasks to ensure they are performed with appropriate analytical rigor. Each task will specify: the analysis to be conducted, deliverables, periods and place of performance, and security clearance requirements. The Contractor is responsible for providing the appropriate personnel for the required services as specified in the tasks. During development of a proposed task, the Contractor shall prepare a Task Management Plan describing the technical approach, organizational resources, and management controls to be employed to meet the cost, performance and schedule requirements through task execution. The description of the costs will be detailed as required for validation of cost estimates and monthly invoices. The description of costs shall contain, but is not limited to, hours by labor category, computer usage hours, travel, and "other direct costs (ODC)". ODC will be broken out by specific items when requested by the Government. All charges will show the dates the charges were incurred. Costs will be summarized as a total for each CLIN and itemized by Task Request. Subcontractor costs will be identified in a similar fashion.

Tasks will specify capabilities required of analysts assigned to specific tasks. These capabilities may include, but are not limited to the following:

- Conduct TacSit through Campaign level modeling and analysis using Campaign Model(s).
- Conduct Distributed Operations modeling and analysis of small unit or special operations using a Distributed Operations Model.
- Conduct modeling and analysis of urban combat operations in conventional and irregular warfare scenarios using an Urban Terrain Simulation Model and/or Distributed Operational Model.
- Conduct modeling and analysis and detailed examination of Ship to Objective Maneuver using a campaign model.
- Conduct force structure analysis of deployment and personnel policies utilizing a Force Model.
- Conduct cost modeling of major naval systems by appropriation using something like the Extended Planning Annex/Total Obligation Authority (EPA/TOA) model.
- Conduct modeling and analysis of the relative cost and mission effectiveness of alternative Expeditionary Warfare Forces.

Specific requirements will be detailed for each task. Occasions for task issuance may include, but are not limited to, the following:

- Quick turn modeling and analysis of emerging issues to support the P&R Leadership in discussions with the OPNAV Staff such as an alternative Shipbuilding and Conversion Navy (SCN) Plan for expeditionary warfare ships. Power Point briefings and written executive summary of insights to be provided according to the Task Management Plan.
- Analysis examining alternative Expeditionary Strike Group composition, deployment and basing alternatives in support of the Global War on Terrorism. Power Point briefings and written executive summary of insights to be provided according to the Task Management Plan.
- Analysis of various ship and aircraft combinations to conduct Seabased power projection operations in support of conventional and irregular warfare. Power Point briefings and written executive summary of insights to be provided according to the Task Management Plan.

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 14 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- Analysis of alternative Marine Expeditionary Brigade (MEB) force structure in the conduct of Ship to Objective Maneuver. Examining alternate mixes of MEB major subordinate elements for operational effectiveness and cost. Power Point briefings and written executive summary of insights to be provided according to the Task Management Plan.

- Analysis of the logistics throughput capacity of the Maritime Prepositioning Force (Future) (MPF(F)) Hybrid Mix to determine the capacity to support Joint Forces from the Sea Base without reliance on land bases within 2000 nm. Power Point briefings and written executive summary of insights to be provided according to the Task Management Plan.

- Analysis of the capability of the Sea Base, including the Expeditionary Strike Group (ESG), Carrier Strike Group (CSG), and MPF(F) to support steady state Global War on Terrorism (GWOT). Using tactical situation (TacSit) modeling of discrete GWOT events from the Baseline Security Posture (BSP) and Defense Planning Scenario (DPS), determine force adequacy and effectiveness as well as identifying any gaps or excesses. Power Point briefings and written executive summary of insights to be provided according to the Task Management Plan.

A thorough and recent understanding of emerging organizational and operational concepts and future technology, to include, but not limited to:

* FY 2004-2009 Naval Transformation Roadmap, based on the Naval Operating Concept and Naval Power 21, including

* Sea Strike, Sea Shield, Sea Basing and FORCEnet

* Expeditionary Maneuver Warfare

* Ship-to-Objective Maneuver

* Marine ground fires organization, operation, technology and support

* USMC fixed- and rotary-wing aviation, concepts of employment and aviation logistics support, and concepts and implications of emerging doctrine.

* joint force deployment procedures

* USMC logistical planning, Maritime Prepositioning Program, and Joint and Service level logistics

* knowledgeable of the organization and elements of the Marine Air Ground Task Force (MAGTF)

* knowledgeable of the functioning of the OSD, Joint, Combatant Commanders, OPNAV and HQMC staffs to include operational planning processes

* knowledgeable of aircraft and ship design and manufacturing

* knowledgeable of PPBS and the requirements generation and acquisition processes

* familiarity with Marine Corps organization and concepts, the organization and the functioning of a military headquarters staff and of the Department of Defense, and be knowledgeable of modern military equipment, as well as some aspects of Marine Corps warfighting and deployment concepts, equipment and capabilities

* knowledgeable of the 5th element of the MAGTF

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 15 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

* knowledgeable of the methods of systems or military operations analysis, with capabilities similar to those of the 96XX Military Occupational Specialties or the Federal civilian government job series 1515.

* knowledgeable of military modeling and simulation methods.

* capable of developing and implementing financial models and models and techniques of cost analysis

Specific requirements will be detailed in each task order. Occasions for task order issuance may include, but are not limited to, the following:

Recommend refinements in USMC operational concepts, task organizations, forward presence requirements, force management tools and supporting establishment operations as required by the project sponsor. The Contractor will prepare appropriate correspondence to ensure that the documentation accurately reflects USMC combat force and generation force organization, force structure, equipment and capabilities for the period designated by the study or war game.

Assist HQMC with development and implementation of analytical tools and warfare simulations, to include development of USMC and joint simulation input, operational concepts, planning scenarios and analytical baselines. During warfare simulations, provide on-site analytical support to USMC participants, to include: technical support, subject matter expertise and game response development to issues as they arise during game play.

Develop graphical data displays to interpret the results of assessments, analyses and games.

Provide technical mapping, modeling and scenario development for review by working groups, at the OSD/Joint Staff level, to include C4ISR, Readiness, Logistics and Mobility, Output Analysis and others that may be identified throughout the performance period.

Provide analytical support for periods of increased activity in the management and coordination of the introduction of new type/model/series aircraft into the USMC inventory. This support may include operational and budgetary analysis model for decision support and include qualitative and quantitative analysis to support decision-making.

Support periods of increased activity in the PPBS process, especially during the annual winter development period of the POM or Program Review. Contractor will provide quantitative and qualitative assessments required by various entities involved with POM development, Defense Planning Guidance, and the MROC.

Assess, analyze, and recommend priorities for POM issues, to include capability objectives, gap analysis and shortfalls.

Support development of literature that accompanies and communicates information contained in the annual POM or Program Review.

Assess organizational, operational, technological and programmatic requirements generated by the Naval Transformation Roadmap.

Assess programmatic requirements generated by evolving USMC and Joint Forces concepts.

Implementation of campaign models, analytical tools and techniques of operations analysis in support of programmatic decisions, to include model development and development of input parameters for models.

Conduct business case analysis of new acquisition programs in order to advise division leadership with understanding of costs, risks and benefits.

Support Marine Corps participation in the development of new illustrative planning scenarios, analytical

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 16 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

baselines and analytical tools that guide long-range programmatic decisions at the joint and service level and which OSD will ultimately use to conduct joint strategic analyses.

Develop scenario input, interpreting output from, and performing analysis based upon campaign models and techniques of military operations analysis.

Execute joint strategic analyses to examine deployment and employment of forces to include Time-Phased Force Deployment Data (TPFDD) and familiarity with the use of the MAGTF II deployment planning system.

Provide analysis of IO, PSYOPS, and OPSEC concepts, force structure, and programmatic implications.

Assist in development of service input to the implementation of the Defense Planning Guidance 04 Information Operations Roadmap and subsequent documents. This Roadmap contains recommendations that affect POM 04, future years spending, organizational constructs, command and control relationships, manpower, education and others.

Assess implications of Naval Aviation Force Structure Integration, including potential change to AV-8B PAA, OSA requirements and JSF basing.

Assess and recommend medium and heavy lift aircraft upgrades to fully support MEU and MEB STOM in adverse weather and over extended sea distances.

Analyze requirements and developing an integrated plans for supporting the deliberate planning process. This may include: revision of the HQMC planning process and documents required for implementation; and development of specific planning documents and data.

Develop Marine Corps force structure databases and conceptual, qualitative input into joint warfare scenarios and analytical tools.

Assist in development and evaluation of AEA replacement options.

Analyze the impact of applying commercial business rules to military logistics systems and installation processes

Assess the impact of base support related to environmental, encroachment, training, real estate, military construction, housing, garrison property, and garrison mobile equipment.

Support USMC BRAC assessment, installation planning, force deployment planning and execution.

Assist with assessments required by POM Working Groups, Program Evaluation Boards (PEBs), Defense Planning Guidance, and the Marine Requirements Oversight Council.

Assist in developing a science and technology strategic plan to support emerging concepts

Assist in developing performance measures that link to resources and readiness measures

It is expected that there will be about ten(10)- twelve(12) such studies and analyses of low to moderate complexity that cover a broad range of subjects important to the United States Marine Corps (USMC) each lasting approximately two (2) to four (4) months spaced throughout the year. For each separate study and analysis task done under section 2.1.2 a separate Task Management Plan will be prepared which includes: Title of Analysis/Study, PA&E Sponsor (Director, PA&E); PA&E Analysis Project Officer; Situation; Mission; and Execution (Intent and Concept, Tasks, and Coordinating Instructions which includes Assumptions, Deliverables, Period of Performance, Place of Performance, Anticipated Travel, and Security Requirements); Administration and Logistics; Command and Signal; and Resources and Cost. This must

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 17 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

be approved by both PA&E and the Contractor before a particular study or analysis may begin under 2.1.2. Task Management Plans will be developed as follows: From each initial study idea the government will prepare a Task Management Plan Concept which will consist of up to several paragraphs describing the study or analysis concept. The Contractor then will have up to three (3) days to expand that into a Draft Task Management Plan proposal. Following that the Government and Contractor will collectively work together (in person or via e-mail or phone) to develop a final Task Management Plan with pricing, both of which must be approved by both the Director, PA&E and the Contractor before the particular study or analysis can begin.

3.0 DELIVERABLES

3.1 The Contractor shall provide such additional reporting, documentation, and schedules in a timely manner, as necessitated by the various task activities of the contract. Reporting should be in sufficient detail and of a quality to meet relevant commercial standards and will include, as appropriate, but not limited to:

- Task Management Plans for studies and efforts described in 2.1.2.
- Technical reports, instructional/training documentation, courseware, data compilations, and data surveys, evaluations, and analyses
- Conference/meeting agenda, minutes, and presentation materials
- Proposals; program planning, support, and budget documentation; and funding plans

3.2 . The COR will provide specific invoicing data requirements to the Contractor.

4.0 TRAVEL

The Contractor shall be required to travel in performance of this task order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements. Travel shall be coordinated with the Government Project Officer and the COR prior to travel occurring. All travel shall be conducted in accordance with the Joint Travel Regulations.

5.0 SECURITY

Contractor personnel assigned to perform services or to conduct studies under this contract must possess at least a current Secret clearance. Individual tasks under this contract may specify a higher level security clearance. All deliverables associated with this task order are "unclassified" unless otherwise specified. Under Section J - List of Attachments see Attachment (2) DD254 Contract Security Classification Specification.

If the tasks under this contract require a higher level of security such as Top Secret, the contractor personnel working on these tasks must also possess a Top Secret Clearance. Also, the DD254 Contract Security Classification Specification will be updated to reflect this change.

6.0. ADMINISTRATIVE CONSIDERATIONS

- Place of Performance. The effort under this contract will be performed at the Government's facilities within the Pentagon, Washington D.C, except for those described in 2.1.2. which will be performed in the Contractor's off-site close-by location. Close-by is defined as reachable within 30 minutes during working hours via public transportation or DOD shuttle bus.
- Hours of Work. 0730-1630 Monday-Friday, unless otherwise directed by the Contracting Officer.

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 18 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

7.0 General Requirements

7.1 Partnering. The Contractor(s) shall take part in regularly scheduled meetings (monthly or at frequency determined by PA&E) to discuss projects, progress, issues, etc. (Not applicable for those tasks described in sections 2.1.1.2.

7.2. Contractor and PA&E representatives shall attend such meetings. Meetings may also include other Contractor(s) in order to discuss related projects or projects containing overlaps. "Contractor personnel will be required to sign a non-disclosure agreement provided by the contracting officer, substantially similar to Section J, Attachment (3), prior to participation in meetings or discussions about related or overlapping projects."

7.3 Property Rights. All data, programs, models, files, photographs, information, etc. collected and produced as part of this contract shall be considered property of the Government. These data shall not be used, in whole or part, published or unpublished or be part of any technical or non-technical presentation without prior written approval of the Contracting Officer. Within 30 days following contract completion, all Government property shall be transferred to PA&E.

8.0 POINTS OF CONTACT

The Contracting Officer's Representative (COR) is Captain Lisa Reuter, Telephone (703) 695-9693.

9.0 PERIOD OF PERFORMANCE

The performance period shall be for one base year from date of contract Award, with four one-year options thereafter.

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 19 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

SHIP TO INFORMATION:

Packaging and Marking shall be in accordance with Section D of the the SeaPort-e Multiple Award contract.

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 20 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

The Contracting Officer's Representative (COR) identified in Section G is the only person empowered to inspect and accept work under this task order. Upon completion of all work and final submission of all data items, the contractor's Senior Technical Representative shall prepare and sign a Certificate of Final Acceptance memorandum, and submit it to the COR for signature. The contractor shall include the fully signed memorandum with its final invoice.

CLAUSES INCORPORATED BY REFERENCE

FAR 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 21 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

52.247-34 F.O.B. DESTINATION NOV 1991

PERIOD OF PERFORMANCE

The period of performance will be one year for the base period, with four option years, if exercised. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of expiration of the contract. The total duration of this contract shall not exceed 60 months.

PLACE OF PERFORMANCE

The place of performance for on-site contractor personnel shall be within the offices of PA&E, P&R or at a Government site designated by PA&E, P&R. As required, the place of performance may include the Contractor's off-site close-by location. Close-by is defined as reachable within 30 minutes during working hours via public transportation or DOD shuttle bus.

Reports

The Contractor shall submit monthly status reports, which are due on the 5th workday of each month.

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for the following items are from date of award and will be for one year, there are also four option periods that will be for one year intervals estimated at:

Labor CLINs - Cost Plus Fixed Fee

1000 09/28/2007 - 09/27/2008 Base Year

1100 09/28/2008 - 09/27/2009 Option Period One

4100 04/05/2009 - 09/27/2009 Option Period One

4200 09/28/2009 - 09/27/2010 Option Period Two

4300 09/28/2010 - 09/27/2011 Option Period Three

4400 09/28/2011 - 09/27/2012 Option Period Four

Other Direct Costs/Travel CLINS

3000 09/28/2007 - 09/27/2008 Base Year (ODC's)

3001 09/28/2007 - 09/27/2008 Base Year (Travel)

3100 09/28/2008 - 09/27/2009 Option Period One (ODC's)

3101 09/28/2008 - 09/27/2009 Option Period One (Travel)

6100 04/05/2009 - 09/27/2009 Option Period One (ODC's)

6101 04/05/2009 - 09/27/2009 Option Period One (Travel)

6200 09/28/2009 - 09/27/2010 Option Period Two (ODC's)

6201 09/28/2009 - 09/27/2010 Option Period Two (Travel)

6300 09/28/2010 - 09/27/2011 Option Period Three (ODC's)

6301 09/28/2010 - 09/27/2011 Option Period Three (Travel)

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 22 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

6400 09/28/2011 - 09/27/2012 Option Period Four (ODC's)
6401 09/28/2011 - 09/27/2012 Option Period Four (Travel)

The contractor shall provide deliverables in accordance with section 3.1 of the Statement of Work as follows:

3.1 All reports shall be submitted to: HQMC, P&R Department, PA&E, Room 4D328, 3000 Marine Corps Pentagon, Washington, DC 20350-3000. Electronic submissions via email are the preferred method. These reports shall include the following elements:

1. Contractor's name and address
2. Contract number and task order number
3. Date of report
4. Period covered by report
5. Man hours expended by task for the reporting period, and cumulatively during the task order
6. Cost incurred by task /by category for the reporting period and total contractual expenditures as of report date
7. Description of progress made during period reported, including problem areas encountered, recommendations, if any for subsequent solution beyond the scope of this task order;
8. Trips and significant results
9. Plans for activities during the following period

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 23 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

CONTRACT ADMINISTRATION

All contract administration functions not assigned to DCMA shall be retained by the Commanding Officer, Regional Contracting Office Northeast (B401), Marine Corps Base, 3250 Catlin Avenue, Quantico, VA 22134. Any inquiries pertaining to the administration of performance of this contract should be directed to the Regional Contracting Office.

In accordance with FAR Clause 52.216-7 the Government shall make contract payments via electronic vouchers submitted by the contractor using Wide Area Workflow (WAWF) not more often than bi-monthly. Per DFARS 242.803 the designated Defense Contract Audit Agency (DCAA) Auditor for the contractor is the Contracting Officer's Representative for receiving and reviewing interim vouchers, authorizing direct submission of vouchers to the appropriate DFAS office, and forwarding the final voucher to the Administrative Contracting Officer. The submission of the vouchers via WAWF to the DCAA, does not obviate or prevent the Contracting Officer from reviewing vouchers submitted and disallowing such costs found to be unallowable as stated in FAR Clause 52.216-7 (g). The COR acting on behalf of the Contracting officer is authorized to review all direct costs included on interim vouchers in WAWF and advise the Contracting Officer and the DCAA auditor of any cost recommended for disallowance. For assistance in preparing interim vouchers and supporting documentation please see DCAA's pamphlet DCAAP 7641.90 of January 2005 available at <http://www.dcaa.mil/>. The designated Administrative Contracting Officer (ACO) or DCAA auditor assigned responsibility for settlement of the contractor's final indirect rates, may question any cost when there is reason to believe such costs should be suspended or disallowed.

CONTRACT CORRESPONDENCE AND INQUIRIES

All correspondence/inquiries shall reference the appropriate Contract Number, and shall be submitted to the following address:

Commanding General
Regional Contracting Office, NE (C-22)
Attn: James Lothridge
Marine Corps Base
Quantico, VA 22134-5001
Phone: 703-432-1084
FAX: 703-784-3592

TECHNICAL INQUIRIES

Direct all technical inquiries that relate to technical issues shall be directed to the Mr. Edward Blankenship who is the Contracting Officer's Representative (COR) NOTE: The Contractor hereby understands that only technical issues can be discussed with the COR. The COR is not authorized to modify or alter the terms and conditions of this contract.

AUTHORITY OF GOVERNMENT PERSONNEL

Notwithstanding any provision to the contrary contained elsewhere in this solicitation, the Contracting Officer is the only person authorized to approve and issue amendments to this solicitation. Any amendment to this solicitation, in order to be effective, shall be issued by the Contracting Officer.

The Contracting Officer is the only person who can legally modify any resulting contract or obligate the Government for the expenditure of public funds. Costs shall not be incurred by recipients of the solicitation in anticipation of receiving direct reimbursement from the Government.

The Government shall not be liable for any charges incurred after the original date of contract expiration unless the contract has been renewed in accordance with FAR 52.217-9 by the Contracting Officer.

Only the Contracting Officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specifications and requirements. In the event the Contractor does deviate, without written approval of the Contracting Officer, such deviations shall be at the risk of, and any cost related thereto shall be borne by the contractor. Any matter concerning a change to the scope, prices, terms, or conditions of this contract shall be referred to the Contracting Officer.

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 24 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

CLAUSES INCORPORATED BY REFERENCE

FAR 52.232-18: Availability Of Funds (APR 1984)

DFARS 252.201-7000: Contracting Officer's Representative (DEC 1991)

DFARS 252.232-7003: Electronic Submission of Payment Requests (MAY 2006)

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 25 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

(End of clause)

USMC WIDE AREA WORKFLOW IMPLEMENTATION (AUG 2006)

To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUEST (JAN 2004)", 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 **Mrs. Casey Evans**, and can be reached at telephone number **(703) 784-1928**; email address **casey.evans@usmc.mil**

The contractor is directed to use the **Cost Voucher** 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 N00178-05-D-4592

Delivery Order MUT1

Cage Code/Ext 7L563

Pay DoDAAC HQ0338

Issue Date Refer to Page 1, Block #31c

Issue By DoDAAC M00264

Admin By DoDAAC M00264

Ship To Code/Ext M00085

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 lisa.reuter@usmc.mil

Inspect By DoDAAC/Ext "Leave Blank" (Instruct the contractor to leave blank unless inspected at Source-then the source inspection DAAC should be entered which is normally a DCMA DoDAAC)

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 26 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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:

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-DD250 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/sites/pa/receipts.asp>

(End of clause)

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 27 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Accounting Data

SLINID	PR Number	Amount
1000	M0008507RC00023	2302980.00
LLA :		
AA 177110627A0 250 00027 067443 2D M00085 7RC00023RPPC		
Standard Number: M0008507RC00023		
3000	M0008507RC00023	10000.00
LLA :		
AA 177110627A0 250 00027 067443 2D M00085 7RC00023RPPC		
Standard Number: M0008507RC00023		
3001	M0008507RC00023	25000.00
LLA :		
AA 177110627A0 250 00027 067443 2D M00085 7RC00023RPPC		
Standard Number: M0008507RC00023		

BASE Funding 2337980.00
Cumulative Funding 2337980.00

MOD 04

110001	M0008508RCPH044	500000.00
LLA :		
AC 178110627A0 250 00027 067443 2D M00085 8RCPH044RPPC		
Standard Number: M0008508RCPH044		

MOD 04 Funding 500000.00
Cumulative Funding 2837980.00

MOD 05

110001	M0008508RCPH044	(20412.00)
LLA :		
AC 178110627A0 250 00027 067443 2D M00085 8RCPH044RPPC		
Standard Number: M0008508RCPH044		
3100	M0008508RCPH044	5831.00
LLA :		
AC 178110627A0 250 00027 067443 2D M00085 8RCPH044RPPC		
Standard Number: M0008508RCPH044		
3101	M0008508RCPH044	14581.00
LLA :		
AC 178110627A0 250 00027 067443 2D M00085 8RCPH044RPPC		
Standard Number: M0008508RCPH044		

MOD 05 Funding 0.00
Cumulative Funding 2837980.00

MOD 06

110002	M0008509RCPH014	1036523.00
LLA :		
AB 179110627A0 250 00027 067443 2D 000000 9RCPH014RPPC		
Standard Number: M0008509RCPH014		
410001	M0008509RCPH014	1088365.00
LLA :		
AB 179110627A0 250 00027 067443 2D 000000 9RCPH014RPPC		
Standard Number: M0008509RCPH014		
6100	M0008509RCPH014	4169.00
LLA :		
AB 179110627A0 250 00027 067443 2D 000000 9RCPH014RPPC		
Standard Number: M0008509RCPH014		
6101	M0008509RCPH014	10419.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4592	MUT1	14	28 of 35	

LLA :
 AB 179110627A0 250 00027 067443 2D 000000 9RCPH014RPPC
 Standard Number: M0008509RCPH014

MOD 06 Funding 2139476.00
 Cumulative Funding 4977456.00

MOD 09

110002 M0008509RCPH014 1291718.00
 LLA :
 AB 179110627A0 250 00027 067443 2D 000000 9RCPH014RPPC
 Standard Number: M0008509RCPH014

310001 M0008508RCPH044 5831.00
 LLA :
 AC 178110627A0 250 00027 067443 2D M00085 8RCPH044RPPC
 Standard Number: M0008508RCPH044

310002 M008509RCPH014 4169.00
 LLA :
 AB 179110627A0 250 00027 067443 2D 000000 9RCPH014RPPC
 Standard Number: M008509RCPH014

310101 M0008508RCPH044 14581.00
 LLA :
 AC 178110627A0 250 00027 067443 2D M00085 8RCPH044RPPC
 Standard Number: M0008508RCPH044

310102 M0008509RCPH014 10419.00
 LLA :
 AB 179110627A0 250 00027 067443 2D 000000 9RCPH014RPPC
 Standard Number: M0008509RCPH014

410001 M0008509RCPH014 (1088365.00)
 LLA :
 AB 179110627A0 250 00027 067443 2D 000000 9RCPH014RPPC
 Standard Number: M0008509RCPH014

6100 M0008509RCPH014 (4169.00)
 LLA :
 AB 179110627A0 250 00027 067443 2D 000000 9RCPH014RPPC
 Standard Number: M0008509RCPH014

6101 M0008509RCPH014 (10419.00)
 LLA :
 AB 179110627A0 250 00027 067443 2D 000000 9RCPH014RPPC
 Standard Number: M0008509RCPH014

MOD 09 Funding 223765.00
 Cumulative Funding 5201221.00

MOD 10

420001 M0008509SU00029 586415.00
 LLA :
 AD 179110627T0 250 00027 067443 2D M00085 9SU00029PRHA
 Standard Number: M0008509SU00029

620001 M0008509SU00029 1800.00
 LLA :
 AD 179110627T0 250 00027 067443 2D M00085 9SU00029PRHA
 Standard Number: M0008509SU00029

620101 M0008509SU00029 4500.00
 LLA :
 AD 179110627T0 250 00027 067443 2D M00085 9SU00029PRHA
 Standard Number: M0008509SU00029

MOD 10 Funding 592715.00
 Cumulative Funding 5793936.00

MOD 11

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4592	MUT1	14	29 of 35	

420002 M0008510RCPH002 324000.00

LLA :

AE 170110627A0 251 00027 067443 2D M0008510RCPH002

Standard Number: M0008510RCPH002

This is to fund Option Year 2; this portion will cover the contract up to 31 Dec 2009. More funding will be submitted to cover the remainder of the OY.

620102 M0008510RCPH002 1000.00

LLA :

AE 170110627A0 251 00027 067443 2D M0008510RCPH002

Standard Number: M0008510RCPH002

This is to fund Option Year 2; this portion will cover the contract up to 31 Dec 2009. More funding will be submitted to cover the remainder of the OY.

MOD 11 Funding 325000.00

Cumulative Funding 6118936.00

MOD 12

420003 M0008510RCPH012 140000.00

LLA :

AF 170110627B0 251 00027 067443 2D M00085 0RCPH012RPQV

Standard Number: M0008510RCPH012

620103 M0008510RCPH012 10000.00

LLA :

AF 170110627B0 251 00027 067443 2D M00085 0RCPH012RPQV

Standard Number: M0008510RCPH012

MOD 12 Funding 150000.00

Cumulative Funding 6268936.00

MOD 13

420004 M0008510RCPH0020001 324000.00

LLA :

AG 170110627A0 251 00027 067443 2D M00085 0RCPH002RPPC

Standard Number: M0008510RCPH0020001

620104 M0008510RCPH0020001 1000.00

LLA :

AG 170110627A0 251 00027 067443 2D M00085 0RCPH002RPPC

Standard Number: M0008510RCPH0020001

MOD 13 Funding 325000.00

Cumulative Funding 6593936.00

MOD 14

420004 M0008510RCPH0020001 1583413.00

LLA :

AG 170110627A0 251 00027 067443 2D M00085 0RCPH002RPPC

Standard Number: M0008510RCPH0020001

620002 M0008510RCPH002 8200.00

LLA :

AG 170110627A0 251 00027 067443 2D M00085 0RCPH002RPPC

Standard Number: M0008510RCPH002

620104 M0008510RCPH0020001 8500.00

LLA :

AG 170110627A0 251 00027 067443 2D M00085 0RCPH002RPPC

Standard Number: M0008510RCPH0020001

MOD 14 Funding 1600113.00

Cumulative Funding 8194049.00

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 30 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

1.0 CONTRACTOR IDENTIFICATION (DEC 1999)

1.1 (a) Contractor employees shall be clearly identifiable while on Government property by wearing appropriate badges.

1.2 (b) Contractor employees shall clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

2.0 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES)

2.1 (a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

2.2 (b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding twenty (20) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

2.3 (c) The contractor agrees that for 180 days no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

2.4 (d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least forty five (45) days, or ninety (90) days if a security clearance is to be obtained, prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

2.5 (e) 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 offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

2.6 (f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

2.7 (g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 31 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

2.8 (h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

3.0 SUBSTITUTION OF PERSONNEL (SEP 1990)

3.1 (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.

3.2 (b) All proposed substitutes 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 forty-five (45) days, or ninety (90) 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; and (3) 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.

4.0 TECHNICAL INSTRUCTIONS

4.1 When necessary, technical instruction or clarification concerning the details of specific tasks set forth in the contract shall be given issuance of Technical Instruction Letters (TILs) by the Program Manager. As used herein, technical instruction instructions are defined to include the following:

4.1.1 (1) Instructions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise save to accomplish the contractual statement of work.

4.1.2 (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

4.1.2.1 (A) Each TIL shall be in writing and shall include, as a minimum, the following information:

- (i) Date of TIL;
- (ii) Contract and TIL number;
- (iii) Reference to the relevant section or item in the statement of work;

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 32 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(iv) Signature of the Program Manager.

4.1.2.2 (B) Technical instructions must be within the general scope of work stated in the task order. Technical instructions may not be used to:

(1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause of this task order; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for task order performance; or (4) change any of the items, conditions or specifications of the contract.

4.1.2.3 (C) Each TIL issued hereunder is subject to the terms and conditions of this task order; and in no event shall technical instructions constitute an assignment of new work or changes to such nature as to justify any adjustment to the fixed fee, estimated costs, or delivery terms under the contract. In the event of a conflict between a TIL and this contract, the contract shall control.

4.1.2.4 (D) When in the opinion of the contractor a technical instruction calls for the effort outside the contract statement of work, the contractor shall notify Program Manager thereof in writing, within two (2) working days of having received the technical instructions in question. The contractor shall undertake no performance to comply with the technical instructions until the matter has been resolved through formal task order modification or other appropriate action.

4.1.2.5 (E) Oral technical instructions may be given by the Program Manager only in emergency circumstances, and provided that any oral technical instruction given is reduced in writing by the Program Manager with two (2) working days of its issuance.

4.1.2.6 (F) Amendments to a TIL shall be in writing and shall include the information set forth in paragraph (b) above. A TIL may be amended orally only by the Program Manager in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communication amending the TIL by TIL modification.

4.1.2.7 (G) Unless contractor notifies Program Manager in writing reasonably in advance and Program Manager agrees in writing within a reasonable period of time, any effort undertaken by the contractor pursuant to oral or written technical instructions issued other than in accordance with the provisions herein (including oral or written instruction provided directly the Government) shall be at the contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fixed fee.

4.2 (6) Government Interface.

4.2.1 (A) Contractor personnel may interface directly with the Government Technical Point of Contact ("TPOC") and other personnel in the TPOC's organization in the course of performance of POs under this task order. Such interface is encouraged to permit free exchange of technical ideas and data to facilitate efficient and effective Prime Contract performance.

4.2.2 (B) However, contractor is not authorized to accept Government instruction on behalf of Program Manager. Contractor is not authorized to make offers, commitments, or otherwise negotiate with the Government on Program Manager's behalf or its own behalf in its capacity as a contractor to Program

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 33 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Manager. In case of occurrence of any such events, contractor shall (i) suggest to the Government representative that the Program Manager be involved in all such discussions, and (ii) immediately report to any attempt by Government personnel to provide such instruction or conduct such negotiations.

4.2.3 (C) Contractor's monthly contract management reports shall list all data exchanged and shall summarize all significant technical discussion with Government personnel during the reporting period.

(D) Under no circumstances shall the Subcontractor initiate contact with Procuring Contracting Officer ("PCO"), Administrative Contracting Office ("ACO"). When respect to Technical Instructions - Technical Instructions will be executed and incorporated in the contract by modification.

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 34 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

52.216-1 TYPE OF CONTRACT

This is a Cost-Plus-Fixed-Fee (CPFF) type Task Order.

(End of Clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 6 months.

(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 5 years.

(End of clause)

CONTRACT NO. N00178-05-D-4592	DELIVERY ORDER NO. MUT1	AMENDMENT/MODIFICATION NO. 14	PAGE 35 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD254- Security Classification Specification

Attachment 2 - Non-Disclosure Agreement