

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 30-May-2018	4. REQUISITION/PURCHASE REQ. NO. M67854-18-NORFP-PMM-142-0121		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY MARCORSYSCOM 2200 Lester St Bldg 2200 Quantico VA 22134-6050 karla.logothety@usmc.mil 703-432-3231	CODE M67854	7. ADMINISTERED BY (If other than Item 6) MARCORSYSCOM 2200 Lester St Bldg 2200 Quantico VA 22134-6050		CODE M67854	SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) VDL-5 Technologies, Inc. 900 N. Cuyamaca Street, Ste 107 El Cajon CA 92020		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-12-D-7103 / M6785417F3000
CAGE CODE 56AP5 FACILITY CODE		10B. DATED (SEE ITEM 13) 21-Jun-2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	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.
[]	
[X]	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).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return ___ copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Margot Haycook, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Margot Haycook (Signature of Contracting Officer)	16C. DATE SIGNED 30-May-2018

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to update the Contracting Officer and the Contract Specialist in Section G.

All other terms and conditions remain unchanged.

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000		Training Development				\$244,080.00
8000AA	R425	Year 1 (O&MN,N)	12.0	MO	\$3,907.00	\$46,884.00
8000AB	R425	Year 2 (O&MN,N)	12.0	MO	\$3,928.00	\$47,136.00
		Option				
8000AC	R425	Year 3 (O&MN,N)	12.0	MO	\$4,046.00	\$48,552.00
		Option				
8000AD	R425	Year 4 (O&MN,N)	12.0	MO	\$4,167.00	\$50,004.00
		Option				
8000AE	R425	Year 5 (O&MN,N)	12.0	MO	\$4,292.00	\$51,504.00
		Option				
8001		Conduct Training - Camp Pendleton - Includes TRAVEL				\$223,896.00
8001AA	R425	Year 1 (O&MN,N)	12.0	MO	\$3,532.00	\$42,384.00
8001AB	R425	Year 2 (O&MN,N)	12.0	MO	\$3,629.00	\$43,548.00
		Option				
8001AC	R425	Year 3 (O&MN,N)	12.0	MO	\$3,729.00	\$44,748.00
		Option				
8001AD	R425	Year 4 (O&MN,N)	12.0	MO	\$3,831.00	\$45,972.00
		Option				
8001AE	R425	Year 5 (O&MN,N)	12.0	MO	\$3,937.00	\$47,244.00
		Option				
8002		Conduct Training Off-Site Locations Priced Per Trip (NOT TO EXCEED)				\$349,095.00
8002AA	R425	Year 1 (O&MN,N)	15.0	EA	\$4,471.00	\$67,065.00
8002AB	R425	Year 2 (O&MN,N)	15.0	EA	\$4,560.00	\$68,400.00
		Option				
8002AC	R425	Year 3 (O&MN,N)	15.0	EA	\$4,652.00	\$69,780.00
		Option				
8002AD	R425	Year 4 (O&MN,N)	15.0	EA	\$4,746.00	\$71,190.00
		Option				
8002AE	R425	Year 5 (O&MN,N)	15.0	EA	\$4,844.00	\$72,660.00
		Option				

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8003		Conduct Optional Training- Okinawa-Includes travel and labor (See Note A)				\$60,666.00
8003AA	R425	Year 1 (O&MN,N) Option	2.0	EA	\$5,940.00	\$11,880.00
8003AB	R425	Year 2 (O&MN,N) Option	2.0	EA	\$6,001.00	\$12,002.00
8003AC	R425	Year 3 (O&MN,N) Option	2.0	EA	\$6,065.00	\$12,130.00
8003AD	R425	Year 4 (O&MN,N) Option	2.0	EA	\$6,130.00	\$12,260.00
8003AE	R425	Year 5 (O&MN,N) Option	2.0	EA	\$6,197.00	\$12,394.00

For FFP / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8005		Year 1 Contract Data Requirements List (CDRLs) DD1423 CDRLs in accordance with Exhibits A001-A004 in Section J. CDRLs are Not Separately Priced.For CLINs (8000AA-8003AA)	1.0	LO		NSP
8006		Year 1 Contract Data Requirements List (CDRLs) DD1423 CDRLs in accordance with Exhibits A001-A004 in Section J. CDRLs are Not Separately Priced.For CLINs (8000AB-8003AB)	1.0	LO		NSP
8007		Year 3 Contract Data Requirements List (CDRLs) DD1423 CDRLs in accordance with Exhibits A001-A004 in Section J. CDRLs are Not Separately Priced.For CLINs (8000AC-8003AC)	1.0	LO		NSP
8008		Year 4 Contract Data Requirements List (CDRLs) DD1423 CDRLs in accordance with Exhibits A001-A004 in Section J. CDRLs are Not Separately Priced.For CLINs (8000AD-8003AD)	1.0	LO		NSP
8009		Year 5 Contract Data Requirements List (CDRLs) DD1423 CDRLs in accordance with Exhibits A001-A004 in Section J. CDRLs are Not Separately Priced.For CLINs (8000AE-8003AE)	1.0	LO		NSP

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8010		Additional Training Event-Camp Pendleton				\$23,272.97
8010AA	R425	Additional Camp Pendleton Classroom Training, Associated with Paragraph 3.4 in the PWS (UNIT EA = Day) (O&MN,N)	7.0	EA	\$638.71	\$4,470.97

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8010AB	R425	Additional Camp Pendleton Classroom Training, Associated with Paragraph 3.4 in the PWS (UNIT EA = Day) (O&MN,N) Option	7.0	EA	\$652.00	\$4,564.00
8010AC	R425	Additional Camp Pendleton Classroom Training, Associated with Paragraph 3.4 in the PWS (UNIT EA = Day) (O&MN,N) Option	7.0	EA	\$663.30	\$4,643.10
8010AD	R425	Additional Camp Pendleton Classroom Training, Associated with Paragraph 3.4 in the PWS (UNIT EA = Day) (O&MN,N) Option	7.0	EA	\$678.00	\$4,746.00
8010AE	R425	Additional Camp Pendleton Classroom Training, Associated with Paragraph 3.4 in the PWS (UNIT EA = Day) (O&MN,N) Option	7.0	EA	\$692.70	\$4,848.90

Section B Text

This information was previously located under General Information.

B1.Proposal Acceptance and Incorporation:

This Task Order constitutes acceptance of VDL-5's proposal dated 19 May 2017, received in response to Government Solicitation N00024-17-R-3034 for the Program Manager Fires. Nothing contained in the proposal constitutes a waiver to any task order requirements. In the event of any conflict between the technical proposal and the task order requirements, the conflict shall be resolved in favor of the task order. Furthermore, performance under this task order confirms VDL-5's commitment to developing up to five separate courses during the contract (one new course for the base contract and each exercised option period).

B2. The effective award date is the date that the contract is signed. See Section F for the Period of Performance.

B3. Marine Corps Systems Command underwent a Force Structure Realignment effective 1 June 2017. The program office structure and naming conventions have changed. Therefore reference to the old naming conventions have been updated in this task order to the new structure names.

MCSC Force Structure Realignment Naming Convention

OLD		New	
	Acronym		Acronym
Product Manager Fire Support Systems	PdM FSS	Program Manager Fires	PM Fires
Fire Support Systems	FSS		

Note A:

The contractor shall be responsible for any foreign taxes, penalties and /or interest assessed with respect to Foreign Taxes that may be applied to the Contractor, its subcontractors, or their respective employees whether or not covered by the Status of Forces Agreement (SOFA) for Japan does not cover, these such Foreign Taxes and/or penalties, the government shall not be held financially liable beyond the value obligated of the Task Order on question after the fate of the Task Order Awarded.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS)

for the

High Mobility Artillery Rocket System (HIMARS)

Family of Medium Tactical Vehicles (FMTV)

Training Support

1. General: This is a non-personnel services contract to provide HIMARS FMTV training support. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The Contractor shall provide all services necessary to perform HIMARS FMTV training support. The Contractor shall perform to the standards outlined in this order.

1.2 Background: The PM Fires manages life-cycle support of the HIMARS for the Marine Corps. The HIMARS is a C-130 transportable, wheeled, indirect fire, rocket / missile system capable of firing all rockets / missiles in the current and future Multiple Launch Rocket System Family of Munitions (MFOM). The FMTV is the chassis portion of HIMARS that carries the Launcher-Loader Module (LLM).

The HIMARS FMTV Chassis is a part of the family of diesel powered trucks in the 5 ton payload class. The HIMARS FMTV is a 6-wheel (6x6) diesel powered truck with a 330 hp Caterpillar C7 6 cylinder engine. HIMARS is the only weapon system in the Marine Corps that utilizes the FMTV Chassis, which is used extensively in the U.S. Army. The FMTV is a series of vehicles that was manufactured by BAE Systems Land and Armaments (until 2011 when Oshkosh Corporation began producing the fleet of vehicles which are based on a common chassis and vary by payload and mission requirement. Currently, there are two HIMARS FMTV variants fielded throughout the Marine Corps:

- HIMARS FMTV 5-Ton: Model M1140/2320-01-491-3436(Analog)
- HIMARS FMTV 5-Ton: Model M1140A1/2320-01-565-3428(Digital)

The Analog variant employs the 3126B Engine and WTEC 3 Transmission. The Digital variant employs the C7 Engine and the GEN 4 Transmission.

1.3 Quality Assurance: The Government will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.4 Hours of Operation: Except for reserve locations, the Contractor is responsible for conducting business, between the hours of 8:00 a.m. to 4:30 p.m. Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons.

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1.4.1 Recognized Holidays: The following are recognized holidays and the Contractor is not required to perform services on these holidays.

New Year's Day	1st Day of January
Martin Luther King Jr.'s Birthday	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	4th of July
Labor Day	1st Monday of September
Columbus Day	2nd Monday of October
Veteran's Day	11th of November
Thanksgiving Day	4th Thursday of November
Christmas Day	25th Day of December

1.4.2 HIMARS Reserve Batteries Hours of Operation: The Contractor is responsible for conducting formal training, practical application, and OJT in support of HIMARS Reserve Batteries, which will normally be conducted on weekends.

1.5 Place of Performance: The majority of work to be performed under this contract will be performed at Camp Pendleton, CA or local area. In addition to training sessions at Camp Pendleton, the Contractor shall conduct classroom training, practical application and OJT at each training location per Paragraph 1.10 of this order.

1.6 Security Requirements: The information provided to the contractor will be unclassified and/or Controlled Unclassified Information (CUI). The contractor is not required or expected to have a Facility Clearance and contractor personnel supporting this effort are not required to possess Personnel Clearance Levels. Any contractor personnel requiring access to U.S. Government CUI shall possess a Completed background investigation (minimum of a NACI) for this Public Trust Position. The prime contractor and all sub-contractors (though the prime contractor) shall certify in writing to the Government that personnel supporting this contract are "Qualified U.S. Contractors" per DoD Directive 5220.22-M Chapter 2. Qualified U.S. Contractors are restricted to U.S. citizens, persons admitted Lawfully into the United States for permanent residence, and are located in the United

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States. All personnel identified on the certification and/or supporting this contract shall be in compliance with Department of Defense, Department of the Navy, and Marine Corps Information and Personnel Security Policy to include completed background investigations (as required) prior to start. The Government shall assist the Contractor in gaining access to Government agencies and installations related to the systems in question.

1.7 Common Access Card (CAC) Requirement. The COR will identify and approve those contractor employees performing on this contract that require Common Access Cards (CACs) in order to perform their job function. In accordance with Headquarters, United States Marine Corps issued guidance relative to Homeland Security Presidential Directive – 12 (HSPD-12), all personnel must meet eligibility criteria to be issued a CAC. In order to meet the eligibility criteria, contractor employees requiring a CAC, must obtain and maintain a favorably adjudicated Personnel Security Investigation (PSI.) Prior to authorizing a CAC, the employee’s JPAS record must indicate a completed and favorably adjudicated PSI or (at a minimum) that a PSI has been submitted and accepted (opened.) The minimum acceptable investigation is a National Agency Check with Written Inquiries (NACI.) If a contractor employee’s open investigation closes and is not favorably adjudicated, the CAC must be immediately retrieved and revoked.

Facility Security Officers (FSOs) are responsible for notifying the MCSC Security Director if any contractor performing on this contract receives an unfavorable adjudication after being issued a CAC. The FSO must also notify the MCSC Security Director of any adverse/derogatory information associated with the 13 Adjudicative Guidelines/Factors concerning any contractor issued a CAC, regardless of whether a JPAS Incident Report is submitted.

Each CAC is issued with a “ctr.usmc.mil” e-mail account that the individual contractor is responsible to keep active by logging in on a regular basis (at least twice a month), sending an e-mail and clearing any unneeded e-mails. Contractors are prohibited from “auto-forwarding” their .mil e-mail account to their .com e-mail account. If the ctr.usmc.mil e-mail account is not kept active, the G-6 will deactivate the account and CAC will lose its functionality.

CACs will only be issued to those contractors supporting this contract that have been authorized by the COR. The COR will only authorize CACs for those contractors that meet current HSPD-12 criteria and have a definitive requirement.

If a contractor loses their eligibility for a CAC due to an adverse adjudicative decision, they have also lost their eligibility to perform on MCSC contracts. CACs are not issued for convenience.

The Contract shall identify to the COR which members of its staff it believes require CACs to successfully perform the contract and request CAC approvals in coordination with the COR. The COR may require the Contractor to obtain CAC access for any or all key employees regardless of whether the Contractor initially requested access for the contractor employee(s) in question

1.7.1 Camp Pendleton, Business Pass in lieu of CAC: While in the process of obtaining a CAC, the Contractor shall obtain a business pass to gain access to Camp Pendleton, CA. This includes:

- Letter verifying personnel are contractors
- Identifying individuals by name
- Contract number and term of contract
- Supervisor’s name and telephone number

The contractor will work with the COR designated under this order for receipt of required letter, signed by the Contracting Officer.

Base access requires the contractor produce picture ID such as a driver's license, passport or other form of government issued identification. The applicant is subject to a Local Records Check and a National Crime Information Center (NCIC) check. Additional information regarding business passes can be obtained by contacting Base Access at (760) 763-7604.

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1.8 Experience: When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential. Qualifications for all key personnel are listed below:

The HIMARS FMTV Maintenance Training Instructor(s) shall be able to conduct classroom training and practical application training to Marine Corps HIMARS FMTV Operator and Maintenance personnel in accordance with (IAW) the techniques of military instruction per MCO 1553.2C and NAVMC 1553.1. The HIMARS FMTV Maintenance Training Instructor(s) shall have at a minimum of three (3) years' experience as an instructor per MCO 1553.2C and NAVMC 1553.1.

HIMARS FMTV Maintenance Training Developer(s) shall be proficient with developing classroom training and practical application training to Marine Corps HIMARS FMTV Operator and Maintenance personnel IAW the techniques of military instruction per MCO 1553.2C and NAVMC 1553.1. HIMARS FMTV Maintenance Training Developer(s) shall have at a minimum of three (3) years' experience as a training developer per MCO 1553.2C and NAVMC 1553.1.

The HIMARS FMTV Maintenance Training Instructor(s) and Developer(s) shall be proficient with 1) FMTV operator and maintainer tasks, all associated tools and support equipment, and 2) FMTV maintainer training programs and requirements per FMTV Operator Technical Manuals - TM 9-2320-450-10-1, TM 9-2320-450-10-2 and FMTV Interactive Electronic Technical Manual (IETM) - EM 0258 (TM 9-2300-310-14&P). The future release of EM 0259 (Army TM 9-1055-1646-13&P / Marine Corps TM 10937A-OD) dated 29 September 2016 will supersede EM 0258 dated 30 September 2010 and EM 0259 dated 14 January 2013.

1.9 Locations: The following provides the USMC HIMARS FMTV locations and density.

Location	Unit/Organization	Functional Activity	FMTV Max Quantity	Analog Variant *	Digital Variant *
Camp Pendleton, CA	R Battery, 5 th Battalion, 11 th Marines	HIMARS Active Battery	6	3	15
Camp Pendleton, CA	S Battery, 5 th Battalion, 11 th Marines	HIMARS Active Battery	6		
Camp Pendleton, CA	T Battery, 5 th Battalion, 11 th Marines	HIMARS Active Battery	6		
El Paso, TX	D Battery, 2 nd Battalion, 14 th Marines	HIMARS Reserve Battery	6	5	1
Oklahoma City, OK	F Battery, 2 nd Battalion, 14 th Marines	HIMARS Reserve Battery	6	5	1
Huntsville, AL	K Battery, 2 nd Battalion, 14 th Marines	HIMARS Reserve Battery	6	2	4

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Okinawa, Japan		HIMARS Unit Deployment Program	6	-	6
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*Analog and Digital variant quantities of HIMARS exist; the Contractor must be proficient with training / development of both variants.

1.10 Training Events: In addition to training at Camp Pendleton, the Contractor will be required to travel to the following locations during the performance of this contract to provide training in support of this PWS. Travel for this effort will be in accordance with FAR 31.205-46 Travel Costs. The below listed training events will not occur simultaneously.

Location	Anticipated Number of Training Events per Year	Training Duration (Days) Does not Include Travel	Number of Travelers
D 2/14, El Paso, TX	3	2	1
F 2/14, Oklahoma City, OK	3	2	1
K 2/14, Huntsville, AL	3	2	1
Grand Prairie, TX	3	2	1
Abilene, TX	3	2	
Okinawa, Japan (Note 2 applies)	2	2	1

Note 2: Training at this location is an option in all years.

2. Government-Furnished Information: The list of prior-developed training material is provided in Attachment 1 of Section J. Access to the Government website that contains available training material listed in Attachment 1 requires CAC enabled software access and can be granted once Contract award is made and the Contractor has met the security requirements outlined in paragraph 1.7 of this order.

3. SPECIFIC REQUIREMENTS: The Contractor shall provide training support and related program support which may be required on a full-time, part-time or project related basis. This effort includes conducting logistics trends analysis to identify training deficiencies, developing training materials to address those deficiencies, and conducting training for HIMARS FMTV operators and maintenance personnel.

3.1 Program Support

3.1.1 Post-Award Conference: The Contractor shall, within 30 calendar days after contract award, schedule and host a post-award conference with the Government and Contractor teams. The purpose of this conference is to detail the contractor's management plan and establish timelines required to accomplish requirements of this contract. Topics for discussion at a minimum shall include: contract schedule, integration, maintenance planning, support equipment planning, lines of communication, facilities and government property. The contractor shall submit any questions or additions to the discussion items to the Contracting Officer or the COR 10 days prior to the meeting.

CDRL A001 - DI-ADMN-81250B, Meeting Minutes

3.1.2 Scheduled Teleconference: The Contractor shall sponsor a monthly teleconference with the Government to communicate status and supportability issues and schedules. The Contractor shall coordinate the monthly

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conference call and provide the dial-in information to the Government. The Contractor shall create and update an action item list and provide it to all members prior to the meeting. Frequency of the teleconference may change with level of effort or as directed by the Government. Personnel performing these tasks can be the same personnel used as instructor(s) or developer(s).

CDRL A001 - DI-ADMN-81250B, Meeting Minutes

3.1.3 Monthly Report: The Contractor shall prepare and submit a Monthly Report that details status for all tasks contained in this PWS and efforts to include planned travel and trips taken. Contractor personnel performing tasks covered under 3.2 through 3.7 can be the same personnel used as instructor(s) or developer(s).

CDRL A002 - DI-MGMT-80368, Monthly Report

3.2 Conduct Maintenance and Training Analysis: The Contractor shall review HIMARS readiness reports and maintenance records provided by the unit, and consult with the local Maintenance Officer/Chief, to identify gaps and deficiencies in FMTV Technician knowledge and skills necessary to maintain equipment readiness. Training gaps and deficiencies in fault isolation of malfunctions of any of the mechanical, electrical, hydraulic, cooling, air and fuel systems associated with the FMTV shall be addressed in the monthly report.

CDRL A002 - DI-MGMT-80368, Monthly Report

3.3 Develop Training Materials: The Contractor shall produce a written report describing these gaps and deficiencies, and their readiness impact on the HIMARS program, in accordance with NAVMC 1553.1. This report shall recommend training and material solutions designed to maximize equipment readiness per FMTV Operator Technical Manuals - TM 9-2320-450-10-1, TM 9-2320-450-10-2 and FMTV Interactive Electronic Technical Manual (IETM) - EM 0258 (TM 9-2300-310-14&P). The future release of EM 0259 (Army TM 9-1055-1646-13&P / Marine Corps TM 10937A-OD) dated 29 September 2016 will supersede EM 0258 dated 30 September 2010 and EM 0259 dated 14 January 2013. The report shall include a recommended training plan.

CDRL A003 - DI-ILSS-80872 Training Materials

3.4 Camp Pendleton Classroom Training: The Contractor shall conduct classroom training at Camp Pendleton at least once a quarter. After conducting formal classroom instruction the contractor shall develop an After-Instruction Report (AIR).

CDRL A004 - MCO 1553.2C After-Instruction Report (AIR)

3.5 Camp Pendleton Practical Application: Practical Application is defined as the Marines performing or practicing each task taught in the classroom to ensure mastery of skills in accordance with the Technical Manual. The Contractor shall conduct practical application sessions at Camp Pendleton at least once a quarter.

3.6 Camp Pendleton Conduct On-the-Job Training (OJT): The contractor shall conduct OJT to Marine Corps HIMARS FMTV operator and maintenance personnel. OJT by nature is situational based as opportunities arise (e.g. as malfunctions occur). Upon concluding all classroom training/practical application sessions and while still on-site, the contractor shall use the opportunity to assist units with OJT to the greatest extent possible. The contractor shall also conduct a weekly site visit to Camp Pendleton to assist with OJT as opportunities become available.

3.7 Off Site Training: The Contractor shall conduct classroom training, practical application training and OJT to Marine Corps HIMARS FMTV Operator and Maintenance personnel IAW the techniques of military instruction per MCO 1553.2C and NAVMC 1553.1. Scheduling for all classroom training, practical application and OJT shall be coordinated with the site Motor Transport (MT) Officer/MT Chief. Class size shall be up to 20 students during formal classroom training and no more than 3 students during practical application.

CDRL A004 - MCO 1553.2C After-Instruction Report (AIR)

4.0 FACILITIES: The Government will provide training facilities to seat up to 20 students for classroom

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training. While on site at a supported unit the Contractor shall be responsible to ensure that assigned work areas are secured properly at the end of each work day.

The Contractor shall be required to provide office equipment and supplies such as cellular equipment/services, computer(s), printing/scanning devices, and associated IT support.

5.0 PRINTING: All Government printing requirements MUST be done by or through the local Document Automation and Production Service (DAPS, now called DLA Document Services) <http://www.daps.dla.mil/dapsonline.html>. The Contractor shall work with the Government and the DLA Document Services in delivering approved training packages (soft or hardcopy) for print and picking up of the printed material from the DLA Document Services. The DLA Document Services office is located on Camp Pendleton.

6.0 e-Contractor Manpower Reporting (CMR): The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the **HIMARS Chassis Training Support** via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

LIST OF ACRONYMS

AIR	After-Instruction Report
CAC	Common Access Card
COR	Contracting Officer Representative
FMTV	Family of Medium Tactical Vehicles
HIMARS	High Mobility Artillery Rocket System
HSPD-12	Homeland Security Presidential Directive-12
IAW	In Accordance With
IETM	Interactive Electronic Technical Manual
JPAS	Joint Personnel Adjudication System
LLM	Launcher-Loader
MCAGCC	Marine Corps Air Ground Combat Center
MCO	Marine Corps Order
MFOM	Multiple Launch Rocket System Family of Munitions
NACI	National Agency Check with Written Inquiries

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OJT	On-the-Job
PM Fires	Program Manager Fires
PSI	Personnel Security Investigation
PWS	Performance Work Statement
USMC	United States Marine Corps

LIST OF REFERENCE DOCUMENTS

Document Type	No. / Version	Title
DoD Directive	5220.00-M	National Industrial Security Program Operating Manual” (NISPOM), Chapter 2, Security Clearances
Presidential Directive	Homeland Security Presidential Directive-12	Policies for a Common Identification Standard for Federal Employees and Contractors
MCO	MCO 1553.2C	Marine Corps Formal School Management Policy
NAVMC	NAVMAC 1553.1	Systems Approach to Training User’s Guide
FAR	31.205-46	Travel Costs
Technical Manual	TM 9-2320-450-10-1	FMTV Operator Technical Manual - TM 9-2320-450-10-1
Technical Manual	TM 9-2320-450-10-2	FMTV Operator Technical Manual – TM 9-2320-450-10-2
*IETM	EM 0258	FMTV Interactive Electronic Technical Manual

*The future release of EM 0259 (Army TM 9-1055-1646-13&P / Marine Corps TM 10937A-OD) dated 29 September 2016 will supersede EM 0258 dated 30 September 2010 and EM 0259 dated 14 January 2013.

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SECTION D PACKAGING AND MARKING

1.0 GENERAL

There are no packaging or marking requirements for the services to be provided in response to the Task Order unless otherwise indicated by the Contracting Officer Representative (COR). All requirements for packaging and marking of documents associated with these services will be packaged, and marked in accordance with Section D of the MAC contract.

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SECTION E INSPECTION AND ACCEPTANCE

SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance for this task order shall be conducted by the Government at Destination by the Contracting Officer's Representative.

The following FAR clauses are hereby incorporated by reference into this task order:

FAR 52.246-4 Inspection of Services -- Fixed-Price (Aug. 1996)

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000AA	7/1/2017 - 6/30/2018
8001AA	7/1/2017 - 6/30/2018
8002AA	7/1/2017 - 6/30/2018
8010AA	7/1/2017 - 6/30/2018

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

8000AB	7/1/2018 - 6/30/2019
8000AC	7/1/2019 - 6/30/2020
8000AD	7/1/2020 - 6/30/2021
8000AE	7/1/2021 - 6/30/2022
8001AB	7/1/2018 - 6/30/2019
8001AC	7/1/2019 - 6/30/2020
8001AD	7/1/2020 - 6/30/2021
8001AE	7/1/2021 - 6/30/2022
8002AB	7/1/2018 - 6/30/2019
8002AC	7/1/2019 - 6/30/2020
8002AD	7/1/2020 - 6/30/2021
8002AE	7/1/2021 - 6/30/2022
8003AA	7/1/2017 - 6/30/2018
8003AB	7/1/2018 - 6/30/2019
8003AC	7/1/2019 - 6/30/2020
8003AD	7/1/2020 - 6/30/2021
8003AE	7/1/2021 - 6/30/2022
8010AB	7/1/2018 - 6/30/2019
8010AC	7/1/2019 - 6/30/2020
8010AD	7/1/2020 - 6/30/2021
8010AE	7/1/2021 - 6/30/2022

CLIN - DELIVERIES OR PERFORMANCE

The primary place of performance is Camp Pendleton, CA. See Performance Work Statement (PWS) 1.9 and 1.10 for additional details.

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SECTION G CONTRACT ADMINISTRATION DATA

52.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through

WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Invoice 2 in 1

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF

Pay Official DoDAAC
Admin DoDAAC

Data to be entered in WAWF

M67443
M67854

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Ship To Code	Not Applicable
Mark For Code	Not Applicable
Service Acceptor (DoDAAC)	M67854/WEPS
LPO DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable
Issue By DoDAAC	M67854
Inspect By DoDAAC	M67854/WEPS
Ship From Code	Not Applicable
Service Approver (DoDAAC)	M67854/WEPS
Accept at Other DoDAAC	Not Applicable
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

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(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Contracting Officer's Representative: Wayne Chun, Wayne.Y.Chun@usmc.mil, 703.432.3635

Procuring Contracting Officer: Tammy Wright, Tammy.Wright@usmc.mil 703.432.3231

Contract Specialist: Rory Grambo, rory.grambo@usmc.mil@usmc.mil, 703.432.3613

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

Scott Trauernicht, Scott.Trauernicht@usmc.mil, 703.432.4270

Contracting Officer's Representative (COR)

The Contracting Officer has designated a COR in accordance with DFARS 201.602-2(2). The COR is not authorized to negotiate changes, direct the contractor, or obligate the Government. The Contractor will receive a copy of the written designation once the Contracting Officer Designates a COR.

All Contract Data Requirements List (CDRL) deliverables are to be submitted to the COR, and the COR is responsible for tracking and acceptance.

Accounting Data

SLINID	PR Number	Amount
8000AA	M9545017RCD2E36	46884.00
LLA :		
AA 1771106 1A2A 251 67854 067443 2D M95450 7RCD2E3614PY		

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8001AA M9545017RCD2E36 42384.00
 LLA :
 AA 1771106 1A2A 251 67854 067443 2D M95450 7RCD2E3614PY

8002AA M9545017RCD2E36 71536.00
 LLA :
 AA 1771106 1A2A 251 67854 067443 2D M95450 7RCD2E3614PY

BASE Funding 160804.00
 Cumulative Funding 160804.00

MOD P00001 Funding 0.00
 Cumulative Funding 160804.00

MOD P00002

8002AA M9545017RCD2E36 (4471.00)
 LLA :
 AA 1771106 1A2A 251 67854 067443 2D M95450 7RCD2E3614PY

8010AA M9545017RCD2E36 4470.97
 LLA :
 AA 1771106 1A2A 251 67854 067443 2D M95450 7RCD2E3614PY

MOD P00002 Funding -0.03
 Cumulative Funding 160803.97

MOD P00003 Funding 0.00
 Cumulative Funding 160803.97

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SECTION H SPECIAL CONTRACT REQUIREMENTS

SECTION H. SPECIAL CONTRACT PROVISIONS.

H.1 Identification of Contractor Employees

Contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

H.2 Notification of Potential Organizational Conflict of Interest (OCI)

Limitation of Future Contracting. The Contracting Officer has determined that this acquisition may give rise to a potential conflict of interest. Prospective Offerors should read FAR Subpart 9.5 -- Organizational and Consultant Conflicts of Interest. This task may involve logistics for the **HIMARS** program that will preclude Contractor involvement in future efforts. The restrictions upon future contracting are as follows:

- If the Contractor, under the terms of this task order, or through the performance of tasks pursuant to this task order, is required to provide systems engineering and technical direction for a system or helps to develop specifications or statements of work to be used in a competitive acquisition, the Contractor shall be ineligible to supply the system or major components of the system as a prime Contractor and shall be precluded from being a Subcontractor or consultant to a supplier of the system or any of its major components under an ensuing Government contract. This restriction shall remain in effect for a reasonable time, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract).

To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect the data from unauthorized use and disclosure and agrees not to use it to compete with those other companies.

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

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

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

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

(2) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure or any party outside the government any information generated or derived during or as a result of

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performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

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

(e) The contractor further agrees that during the performance of this contract and for a period of three years after completion of performance of this contract, the contractor, any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may subsequently merge or affiliate or any other successor or assign of the contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or as a subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition for those systems, components, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the contractor may, with the authorization of the cognizant contracting officer, participate in a subsequent procurement for the same system, component, or service. In other words, the contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

(g) Notwithstanding paragraph (f) above, if the contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become aware of an organizational conflict or interest after award of this contract and does not make an immediate and full disclosure in writing to the contracting officer, the government may terminate this contract for default.

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

(i) The contracting officer's decision as to the existence or nonexistence of the actual or potential organization conflict of interest shall be final and is not subject to the clause of this contract entitled "DISPUTES" (FAR 52.233.1).

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

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

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

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

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

H. 3 Contractor Support Public Trust Determinations

Per Marine Corps Systems Command Policy Letter 1-09, all Contractor support that require a CAC are required to submit a Standard Form 85P, "Questionnaire for Public Trust Positions," and two copies of DD Form 258 "Applicant Fingerprint Card" to the Command's Security Program office along with a personnel roster of submissions and an addressed Federal Express container addressed to OPM, 1137 Branchton Road, Box 618, Boyers, PA 16018.

The Contractor is responsible for determining when adjudications have been entered by reviewing the notification status of their respective personnel. Once this has been completed, the Contractor may request the issuance of the CAC using the Contract Verification System (CVS) procedures. However, if issues are discovered, the Department of the Navy, Central Adjudication Facility (DONCAF) will place a "No Determination Made" in the Joint Personnel Adjudication System (JPAS) and forward the investigation to the submitting office for the Government to adjudicate.

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SECTION I CONTRACT CLAUSES

Note 1: The following clauses are incorporated by reference in this Task order. In addition, all applicable clauses incorporated by reference in the basic MAC contract also apply.

52.228-3 – Workers’ Compensation Insurance (Defense Base Act) (Jul 2014)

52.228-4 -- Workers Compensation and War-Hazard Insurance Overseas.(Apr 1984)

252.204-7000 Disclosure of Information (Oct 2016)

252.204-0001 Line Item Specific: Single Funding (SEP 2009)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Oct 2016)

252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (Jan 2012)

NOTE 1: The following clauses are incorporated by full text in this task order.

52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 five years.

252.203-7995 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

(DEVIATION 2017-O0001)(NOV 2016)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) (1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2017 (Pub. L. 114-223), or any other Act that extends to fiscal year 2017 funds the same prohibitions as contained in section 743, division E, title VII, of the Consolidated Appropriations Act, 2016 (Pub. L. 114-113) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in

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accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

List of Attachments

Document Type	Description	Pages	Date	Transmitted By
Exhibit A	Contracts Data Requirements List	4	10/7/2016	Email
Attachment 1	List of Training Material	1	11/21/2016	Email
Attachment 2	Performance Requirements Summary	1	1/7/2017	Email