

ORDE JR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 01/13/2012		2. CONTRACT NO. (If any) GS02F0071S		6. SHIP TO: a. NAME OF CONSIGNEE See Attached Schedule	
3. ORDER NO. D12PD00174		4. REQUISITION/REFERENCE NO. 0040027285		b. STREET ADDRESS See Attached Schedule	
5. ISSUING OFFICE (Address correspondence to) DOI, National Business Center, AQD Division 3/ Branch 2 354 S Hwy 92 Sierra Vista AZ 85635				c. CITY See Attached Schedule	
				d. STATE CO	e. ZIP CODE 80235
7. TO: ATTN GOVERNMENT POC				f. SHIP VIA	
a. NAME OF CONTRACTOR NORTHROP GRUMMAN SPACE & MISSION SY STEMS CORP.				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 12900 FEDERAL SYSTEMS PARK DRIVE				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY FAIRFAX		e. STATE VA	f. ZIP CODE 22033-4421		
9. ACCOUNTING AND APPROPRIATION DATA 01				10. REQUISITIONING OFFICE NBC	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION Destination	b. ACCEPTANCE Destination				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Mission Command Training Support Program					
	Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME Internet Payment Platform System		(b) (4)				17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) US Department of Treasury http://www.ipp.gov						
c. CITY		d. STATE	e. ZIP CODE			

22. UNITED STATES OF AMERICA BY (Signature) 			23. NAME (Typed) Brenda Campbell TITLE: CONTRACTING/ORDERING OFFICER			
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ORDER FOR SUPPLIES OR SERVICES

PAGE NO

SCH JLE - CONTINUATION

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 01/13/2012 CONTRACT NO. GS02F0071S

ORDER NO. D12PD00174

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
00010	<p>Admin Office: DOI, Acquisition Services Directora Division 3/ Branch 2 Post Office Box 1420 Sierra Vista AZ 85636</p> <p>Account Assignment: K G/L Account: 6100.257E0 Business Area: D000 Commitment Item: 257E00 Cost Center: DS68694100 Functional Area: DWHAQE000.1K0000 Fund: XXXD4523WH Fund Center: DS68694100 Project/WBS: DR.WHTRC.12ITRC01 PR Acct Assign Line: 01 Period of Performance: 12/31/2011 to 12/30/2012</p> <p>CLIN 0001 Incremental Funding</p> <p>The total amount of award: \$9,852,216.75. The obligation for this award is shown in box 17(i).</p>				<p>(b) (4)</p>	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

AUTHORIZED FOR LOCAL REPRODUCTION
 PREVIOUS EDITION NOT USABLE

(b) (4)

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SECTION J -- List of Documents, Exhibits and Other Attachments

J.1 List of Documents, Exhibits and Other Attachments

SECTION B -- Supplies or Services and Prices

B.1 Contract Type

This contract is being issued as a Time and Materials order. Travel and ODC's will be reimbursed at actual cost plus G&A.

B.2 Contract Line Item Detail

SIN# 874-4 GSA Schedule 874

The contractor shall perform the requirements as delineated in the Statement of Work entitled "Army National Guard Mission Command Training Support Program", (See C.1)

The Contractor's Proposal for this Army National Guard effort submitted November 11, 2011 and revised November 16, 2011 entitled "Support to Army National Guard (ARNG) Mission Command Training Support (MCTSP) is hereby incorporated by reference.

CLIN 0001 BASE YEAR

Base Year Labor	\$ (b) (4)	Period of Performance 12/31/2011 through 12/30/2012
Base Travel	\$ (b) (4)	
Base ODC's	\$ (b) (4)	
Total	\$ 27,162,997.00	

Gowen Site Option

Base Labor	(b) (4)
Base Travel	
Base ODC's	
Total	

Line item 00010 funds CLIN 0001 Base Year Labor, Travel and ODC's in the amount of (b) (4)

CLIN 0002 OPTION YEAR ONE

Option Year One Labor	\$ (b) (4) (unfunded)	Period of Performance 12/31/2012 through 12/30/2013
Option Year One Travel	\$ (b) (4) (unfunded)	
Option Year One ODC's	\$ (b) (4) (unfunded)	
Total	\$ (b) (4)	

Gowen Site Option

Option Year One Labor \$(b) (4) (unfunded) Period of Performance to TBD
Option Year One Travel \$(b) (4) (unfunded)
Option Year One ODC's \$(b) (4) (unfunded)
Total \$(b) (4)

CLIN 0003 OPTION YEAR TWO

Option Year Two Labor \$(b) (4) (unfunded) Period of Performance 12/31/2013 through 12/30/2014
Option Year Two Travel \$(b) (4) (unfunded)
Option Year Two ODC's \$(b) (4) (unfunded)
Total \$(b) (4)

Gowen Site Option

Option Year Two Labor \$(b) (4) (unfunded) Period of Performance TBD
Option Year Two Travel \$(b) (4) (unfunded)
Option Year Two ODC's \$(b) (4) (unfunded)
Total \$(b) (4)

Total Estimated Contract Value is \$(b) (4) (includes all options)

SECTION C -- Descriptions and Specifications

C.1 Description and Specifications

The contractor shall furnish the necessary personnel, materials, facilities, and non-personal services to perform the professional services in accordance with the contractor's revised quote entitled, "Support to Army National Guard Mission Command Training Support Program" (MCTSP) revised dated November 16,2011.

C.2 Statement of Work

Army National Guard Mission Command Training Support Program
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SECTION	DESCRIPTION
1.0	OVERVIEW
1.1	Introduction
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1.4	Program Structure
1.5	CLINS
1.6	Information Technology
2.0	SCOPE
3.0	SPECIFIC REQUIREMENTS
3.1	Mission Command Systems-Support Teams (MCS-ST)
3.2	Doctrinal Support Services
3.3	Doctrinal Training Teams (DTT)
3.4	Training Aids, Devices, Simulators and Simulations (TADSS)
3.5	Entity Resolution Federation (ERF)
3.6	Mission Command Training Support Program (MCTSP) Administrative Support

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- 5.0 GENERAL REQUIREMENTS
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- 5.8 Publications
- 5.9 Quality Program
- 5.10 Performance Assessment
- 5.11 Government Furnished Property, Materials, Services, and Information
- 5.12 General Miscellaneous Requirements

1.0 Overview

1.1 Introduction

1.2 Background. The current ARNG Mission Command Training Support Program (MCTSP) mission is to provide Mission Command (MC) and battle staff support in digital and analog environments to ARNG units during pre-mobilization training. The objective is proficient battle staffs and trained battle command system operators. The ARNG currently provides MC training and training support opportunities to ARNG units to support the A 5-year training strategy through its MCTSP comprised of the Distributed Mission Support Team (DMST) and the Mission Training Complexes located at Camp Dodge, IA (MTC-Dodge), Fort Indiantown Gap, PA (MTC-FTIG) and Fort Leavenworth, KS (MTC-Lvn). Moving forward, and for this Statement of Work (SOW), the ARNG is changing its delivery methodology and providing MC training and training support from the MTCs under the control of MTC commanders. The Army Mission Command Training Strategy (MCTS) centralizes battle command training at the installation owned MTC and trains the active component units' resident on that installation. The ARNG will provide training at the regional MTCs when and where practical, but primarily conduct training at the training unit's preferred location via MTT and distributed simulations. These capabilities will enable commanders to meet their readiness aimpoints in ARFORGEN by assisting in training management and preparing battle staffs at the level organized in support of full spectrum operations.

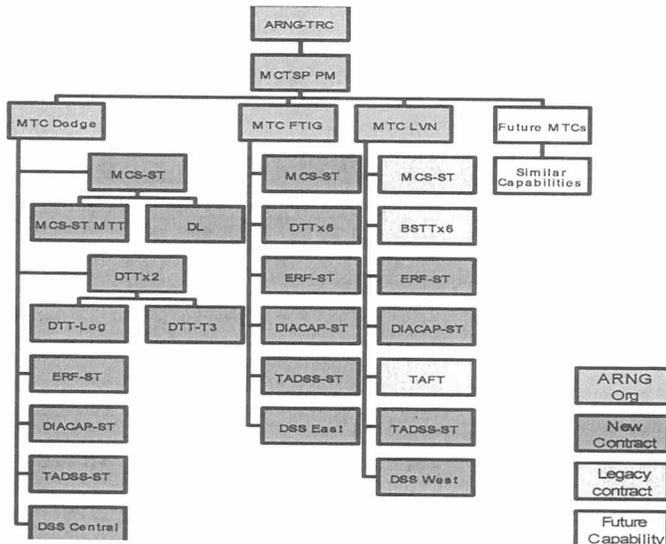
<http://www.arng.army.mil/News/publications/Publications/ARFORGENwhitePaper1aug2011v3g2g.pdf>

1.3 Capabilities Centralization. Centralizing control of capabilities and gaining efficiency through reorganizing the existing structure will be the primary focus of this contract effort. This will be a single award time and materials contract with a base year and two option years. Training support for the period of performance will be provided to ARNG units in Reset, and Train/Ready years 1-3 of the ARFORGEN cycle. Support will emanate from the three existing ARNG Battle Command Training Centers located at:

- Camp Dodge, IA (MTC-Dodge)
- Fort Indiantown Gap, PA (MTC-FTIG)
- Fort Leavenworth, KS (MTC-Lvn)

Over the life of the contract, the selected contractor(s) must be prepared to grow their training capabilities to man training teams for future ARNG MTCs. MTC Gowen Field, ID is scheduled to begin standing up in January 2012. Gowen Field location will be an Option to the contract. Contractors will propose for a base year and two option periods.

1.4 Program Structure. Training capabilities will be task organized under MTCs using the following structure:



1.5 CLINs. The diversity of capabilities requires that this contract be structured to present multiple CLINs. These CLINs will provide services at each of the three existing MTCs at the level required. Task orders will be increased,

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decreased, modified, cancelled, or issued anew as conditions in the program, available resources, and the ARNG dictate. These CLINs will be for the initial period of performance:

1. MCS Support Services
2. Doctrinal Support
3. Doctrinal Training Team Services
4. TADSS
5. Entity Resolution Federation
6. Planning, Programming, Budgeting, and Execution (PPBE)

1.6 Information Technology. The contractor shall provide a broad based IT support and capabilities for current and future requirements and concepts. To maximize the benefit to the Government, the contractor shall interact knowledgeably and easily with appropriate Government personnel and other contractors. The contractor may be called upon to provide services simultaneously to multiple organizations. To do this, the contractor shall demonstrate a high level of technical competence, but also objectivity, broad experience, and independence of thought as well as exemplary human resources and program management skills. The Government may need to purchase additional IT equipment or refresh current IT equipment to support the pre-deployment training process. The contractor shall be required to service and support programs, projects, and initiatives at various stages of these acquisition processes. As such, the contractor shall provide a diverse organizational team composition with the ability and depth to implement avoidance and mitigation plans to preclude potential conflicts of interest. It is highly encouraged that Teaming arrangements be made with other schedule holders for other direct charges (ODCs) not on the proposer current schedule. This SOW will require the procurement/purchase of material, including IT at the government's direction. All equipment purchased through this contract is for the support of the MCTSP.

2.0 Scope

2.1 The scope of this effort will span the breadth of ARNG Mission Command Training requirements. This SOW provides a general description of the non-personal support services required. Specific efforts may include, but are not limited to, the descriptions of the task areas detailed in this document. The contractor shall propose a scalable, MTC-centric organizational structure with appropriate rates to support this regional concept and facilitate support at the MTC sites and distributed to unit training locations to enable ARNG unit commanders to meet the ARFORGEN aimpoints. The contractor shall perform IT professional support services for MCTSP in the primary areas outlined in the document. The contractor shall be prepared to purchase on short notice, information technology and other material at the government's direction in support of battle command training and MTCs.

2.1.1 The MCTSP provides doctrinal analog and Mission Command Systems training and training support to eight (8) ARNG Divisions; twenty-eight (28) Brigade Combat Teams (BCTs); and one hundred and thirty three (133) other Support Brigades (Bdes), Functional Bdes, and Bde equivalents in accordance with (IAW) the ARNG G3 MCTSP Training Support Priorities Memorandum and the ARNG CEF Training Strategy. Required training is supported by Joint Land Component Combat Training Capability (JLCCTC) simulations and the use of low overhead simulation drivers. Training support is provided through a regional support concept with direct support and general support training assets emanating from D12PD00174

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the MTCs, IAW the ARNG implementation of the Army Battle Command Training Strategy. The MCTSP provides the structure for future expansion of additional MTCs needed for implementation of the Army Mission Command Training Strategy and the distribution of simulations from MTCs to enhanced Reconfigurable Tactical Operations Centers (eRTOCs) similar to the Active Component's Hub and Spoke Training methodology.

2.1.2 The MCTSP provides individual and collective training support using Live, Virtual, Constructive, and Gaming (LVC-G) training, distributed learning, and distributed exercises at the MTCs or the unit's preferred training location. This support encompasses individual and collective LVC-G training from platoon through division level in both digital and non-digital environments based on the Commander's Training Plan and other pre-mobilization requirements as directed by the Government.

2.2 Applicable Documents/References

- (1) U.S. Army Mission Command Training Strategy 22 March 2010
- (2) Event Menu Matrices Combined Arms Training Strategy (EMM CATS)
- (3) AR 220-1 (15 April 2010)
- (4) ARNG Mission Command Training Strategy Implementation Plan (Draft, 2010)
- (5) ARNG G3 MCTSP Training Support Priorities (5 May 2010)
- (6) Army National Guard CEF Training Strategy (Draft 2011)
- (7) The Army Campaign Plan (2011)
- (8) AR 25-2
- (9) This list is not all inclusive.

3.0 Specific Requirements

3.1 Army Battle Command Systems-Support Teams (ABCS-ST)

3.1.1 The contractor shall provide Army Battle Command Systems-Support Teams (ABCS-ST) to assist unit commanders, and the MTCs, in leader and operator training as well as systems support to enable integration into a digital command and control architecture for full spectrum operations in a joint, interagency, intergovernmental, and multinational environment.

3.1.2. Instruction of ABCS by a MTT or at the MTC. The contractor shall provide training on-site at MTC-Dodge, MTC-FSIG and via MTT to specific units/activities as required. MTC-Lvn currently maintains ABCS training under a separate contract. ABCS services for this contract do not include MTC-Lvn. Allocation of resources to training is conducted in concert with the on-site MTC-Commander. Units are identified for training either through electronic media, phone requests or through the solicitation at quarterly ARNG driven Training Conferences. Support will include full-time on-site personnel to provide day-to-day ABCS support and training for ABCS, operational prototypes, and systems being used on an interim basis until systems are formally integrated into the family of Army Mission Command Systems. Systems to be trained include the current systems: FBCB2, CPoF, DCGS-A, GCCS-A, BCS3, AFATDS, and future systems as they evolve. Optimal instructor to student ratio is 1:10 with a maximum class size of 20. Training will be prioritized for support based on the ARNG G3 Priorities.

3.1.3. Functional and Multifunctional Brigades ABCS Training – The contractor will train Functional and Multifunctional Brigades with ABCS systems in preparation for BCTPMTM exercises, CASCOM driven SUSEXs and other training events.

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3.1.4. Company through Echelon Above Corps (EAC) training – The contractor will train units that request or are scheduled through ARFORGEN with individual ABCS operator training at the unit location. Individual operator and leader training will be provided to all echelons IAW the ARNG G3 MCTSP training support priorities memorandum.

3.1.5. State Operations training – The contractor will train state level entities with ABCS training on location in order to leverage ABCS capabilities to enhance the support that ARNG units can provide to civil authorities. Priority for this support is on a space available basis.

3.1.6 The contractor shall maintain, and ship ABCS systems in support of designated ARNG capability packages or other events into units and agencies as required by the MTC-Commander. The contractor will have an inventory and accountability program that tracks equipment both on-site and while in the field as well as provisions for lifecycle replacement and equipment usage. Equipment will be hand-receipted from individual MTCs to the ABCS-Support Team site lead.

3.1.7. Installation of ABCS systems software and hardware. Maintain ABCS with current SW baselines IAW TCM-Mission Command guidance. Provide and maintain listing of current software versions installed on ABCS systems and current hardware configuration status to ensure that the MTCs maintains the most current, relevant training sets.

3.1.8. Conduct Interoperability test planning for new versions of ABCS. New versions of ABCS software are constantly being fielded to correct deficiencies in software, changes in doctrine, and other factors. As each version is fielded, the entire suite of systems must be checked for interoperability to ensure that functionality is maintained. Subsequent to testing, the contractor must update training POI's, job aids and other documentation to ensure that ARNG unit are provided the best, most error free training opportunities possible.

3.1.9. Unit Field Training Support. The contractor shall provide on-site and unit location training field support to specific units/activities as required by the MTC. This support will include full-time on-site personnel to provide day-to-day ABCS support and for ABCS, operational prototypes, and systems being used on an interim basis until systems are formally integrated into the suite of Mission Command systems.

3.1.10. MTC event training support. The contractor will provide field training support to the Doctrinal Training Teams with ABCS and ABCS instructors for training ARNG MC Staffs.' The contractor will assist DTTs with support to STAFFEX and SIMEX events as required. Collaboration may be required with other MCTSP program elements to ensure that simulations/stimulations are interoperable with ABCS systems.

3.1.11 Functional and Multifunctional Brigades ABCS training support – The contractor will support Functional and Sustainment Brigades with ABCS systems for MTC exercises, CASCOM driven SUSEXs and other training events as required by MTC Commanders.

3.1.12. Company through Echelon above Corps support – The contractor will provide field support to units that request or are scheduled through ARFORGEN for deployment with ABCS training, equipment, and field support at the unit location.

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3.1.13. State Operations training support – The contractor, will provide field support to state level entities with ABCS training, equipment at the unit location for state level exercises on a space available basis.

3.1.14. MCTSP Webpage Support. The contractor is responsible for providing input to the MTC public, AKO, and GKO websites at the direction of MCTSP PM.

3.1.15. Documentation – Create and provide ABCS lesson plans, programs of instruction that meet or exceed current TRADOC Regulation 350-70 standards. Share intellectual property with other program elements as required attaining efficiency in POI/TSP development.

3.1.16. Trend Data and AAR comments –All ABCS courses and training events supported will have an AAR/Trends process that will assist the Training Analysis Feedback Team in capturing training trends across the ARNG. Data and formats will be provided to the selected contractor at contract award kick off meeting.

3.1.17 ABCS Configuration Management – All software releases and documentation shall be configuration managed by the contractor IAW guidance provided by TCM Battle Command and/or system Program Managers.

3.1.18. Help Desk Services – ABCS-ST will provide “how to training” for and assist unit G6/S6 help desks during training events. ABCS-ST will also provide phone and email support to ARNG units. The intent is to allow unit digital master trainers and G6/S6 personnel to help their own units with technical support prior to physically deploying assets to unit locations to provide support.

3.1.19. Program Management – Program oversight will be provided from ARNG-TRC and locally by the MTC Commanders. A designated on site team lead will be appointed by the selected contractor in writing prior to contract start.

3.1.20 Provide input to MTC periodicals –The contractor will provide input for articles and publications that are created by the Training Analysis Feedback Team and distributed ARNG-wide.

3.1.21. Reports. The following reports at a minimum will be required weekly and monthly: Training planned and executed, training planned but not conducted, number of units trained, number of Soldiers trained, number of units supported, number and type of systems trained, travel completed, travel projected for the next week and month. This information will be furnished to the local commander and training officer. Monthly reports are required as part of contract level technical services reports.

3.1.22 The contract personnel at MTC-Dodge shall work with ARNG-TRC and ARNG-TRD to aid in the development of DL courses to include TOC Operations, Army Battle Command Systems (ABCS), the MDMP, and others as requirements emerge.

3.1.23 The contractor shall develop, gain approval from the MCTSP PM and conduct annual certification training for all ABCS trainers to maintain continuity of operations, maintain doctrinal currency, and certify instructors.

3.2 Doctrinal Support Services

3.2.1 The contractor shall provide doctrinal support to ARNG divisions and brigades in ARFORGEN years Train/Ready 1 through Available (for CEF units) and Train/Ready 1 through Train/Ready 3 (DEF units) to provide training assistance and exercise support to ARNG units in the Warfighter Functions of: Movement and Maneuver, Intelligence, Sustainment, Protection, Fires, and Mission Command. This support will be used to assist units in planning and executing:

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- Battle Staff Exercises
- Situational Training Exercises / Field Training Exercises
- Digital (ABCS supported) Command Post Exercises (CPXs)

Subject matter experts leveraged against this task shall provide tactical expertise, exercise design, exercise control, and technical support to ARNG units enabling unit commanders to successfully conduct battle staff training, field training exercises, and company-level proficiency certification at home-station training and other regional training sites within the LVC-G environments.

3.2.2 The contractor shall coordinate the planning and integration of Train-the-Trainer (T3) initiatives designed to assist ARNG battle staffs with unit sustainment training in the areas of MDMP and other critical battle staff tasks as identified via training feedback from existing battle staff training programs.

3.3 Doctrinal Training Team Services

3.3.1 The selected contractor will provide two doctrinal training teams to MTC-Dodge, and six teams to MTC-FITG and be prepared to expand DTT services to other MTCs in the future. Each team will consist of a balance of warfighting function experts. The teams at MTC-Dodge will directly support the National Maintenance Training Center (NMTC) and logistics units training at Camp Dodge. The teams at FTIG will be general support to the MCTSP; similar in construct to the “Battle Staff Training Teams” resident at Fort Leavenworth, KS. Specific requirements for the DTTs are as follows:

3.3.1 The contractor shall provide the necessary management, training advisors and tactical subject matter experts (SME) required to provide full spectrum live and constructive training support services to ARNG Commanders and Soldiers with a focus on pre-mobilization and collective war fighting tasks in accordance with (IAW) the Army Force Generation (ARFORGEN) model, the Force Generation Training Model (FGTM) and other pre-mobilization training requirements outlined in Army Regulations (AR).

3.3.2. The contractor shall provide SMEs, observer, trainers (O/T) personnel to the Doctrinal Training Team (DTT) to support live and constructive battle staff training exercises. The contractor shall plan, coordinate, prepare, and conduct battle staff exercises (STAFFEXs), Military Decision Making Process (MDMP) workshops, command post exercises (CPXs), battle-staff / Tactical Operations Center (TOC) proficiency training and other supporting events / activities associated with these exercises. These training events will be conducted at the MTC or via MTT. Task organizing of teams to meet reduced Warfighting Function specific training requirements will be authorized and encouraged to meet reduced training demands that do not require a full DTT.

3.3.3. The contractor shall staff the Doctrinal Training Teams to support up to 25 training events per year per team. A training rotation (two events) normally consists of a Concept Development Conference (CDC), a combination of staff planning exercises (STAFFEX) and command post exercise (CPX) that may be constructive/ simulation supported (SIMEX-BN level only unless augmented) or master scenario event list (MSEL) driven exercises, and final exercise report (FER) requirements. STAFFEXs, SIMEX and other exercises are considered events. Planning sessions required to conduct events are not part of the training events per year count. For planning purposes, a full STAFFEX is 2.5 days and a SIMEX is 2.5 days.

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3.3.4. The contractor shall coordinate with and schedule ARNG brigades and battalions IAW NGB memoranda specifying training support priorities for the MCTSP. Scheduling will be for units that will participate in rotational events, both STAFFEXs and CPXs (SIMEXs) as described above.

3.3.5. The contractor shall plan for and execute CDCs, including site surveys, for ARNG brigade and battalions to participate in DTT rotational events. The CDCs will detail the training methodology for the DTT and guide the supported commander in the exercise design process, including selecting focused training objectives and a suitable location for the training event.

3.3.6. The contractor shall plan for and execute doctrinally current STAFFEXs for ARNG brigade and battalions to provide commanders and staffs the opportunity to develop and apply war-fighting skills using the framework of the Military Decision Making Process (MDMP). The contractor will develop doctrinally current training materials including higher command operations orders, reports, briefings and lead requested workshops. Team members will coach, teach, and mentor units during the conduct of STAFFEXs in order to assist the commander in achieving their training objectives. Team members will provide “doctrinally correct textbook solutions” upon request to training units for staff products and exercises at the conclusion of each training event.

3.3.7. The contractor shall plan for and execute constructive simulation exercises (SIMEX) in coordination with other elements of the MCTSP for ARNG units (the contractor shall provide SIMEX support to brigades if augmented), to provide commanders and staffs the opportunity to exercise operations orders developed in STAFFEXs. The focus of the SIMEXs will be on tactical operations center operations and battle staff procedures. This requires the contractor to be knowledgeable of not only the doctrine for the specific unit type but also tactics, techniques, and procedures employed in overseas contingency operations.

3.3.8. The contractor shall provide on-site feedback to units in the form of informal and formal after action reviews and the contractor shall prepare a Final Exercise Report (FER) that addresses the planning, preparation and execution of each fully executed DTT rotation. FERs for units that have not conducted a full rotation (including STAFFEX and CPX in SIMEX or MSELEX) may be provided based on time available but are not required.

3.3.9. The contractor shall collect, record, and submit to the Training Analysis Feedback Team, Observer Trainer (O/T) task performance observations of selected battle staff critical tasks, Tactics, Techniques, and Procedures (TTPs), and “best practices” executed by units participating in DTT rotational events. The contractor shall provide doctrinal oversight and trend insights for dissemination of lessons learned and training feedback ARNG-wide.

3.3.10. The contractor shall attend command-designated briefings, conferences, and in-process reviews/program management reviews associated with planning for and the execution of DTT rotational events. The contractor shall also coordinate with selected MTC, ARNG Collective Training Division (ARNG-TRC), and other commands and agencies affecting MCTSP program execution.

3.3.11. The contractor shall provide doctrinal advisory assistance, briefing support, and assistance with command initiatives to include special reports, meetings, white papers, and other command initiatives.

3.3.12. Program Management – Program oversight will be provided from the contractor’s offices and locally by the MTC Commander. A designated on site team lead will be appointed by the selected contractor in writing prior to contract start.

3.3.13. The contractor shall develop, gain approval from the MCTSP PM and conduct annual refresher training for all O/Ts (DTT personnel) to maintain continuity of operations, maintain doctrinal currency, and certify instructors.

3.3.14. Reports. The following reports at a minimum will be required weekly and monthly: Training planned and executed, training planned but not conducted, number of units trained, number of Soldiers trained, number of units supported, number and type of systems trained, travel completed, travel projected for the next week and month. This information will be furnished to the local commander and training officer. Monthly reports are required as part of contract level technical services reports.

3.4 Training Aids, Devices, Simulators, and Simulations (TADSS)

3.4.1 The contractor shall provide regional Training Aids, Devices, Simulators, and Simulations (TADSS) System Integrators to assist unit commanders in implementing and leveraging of TADSS technology; defining and achieving pre-mobilization readiness expectations; responding to the changing IT and operational training needs and environments; and providing training experience, methodologies, and continuity. TADSS to be supported include, but are not limited to the following:

Army TADSS	ARNG TADSS
Engagement Skills Trainer (EST)	Virtual Convoy Operations Trainer (VCOT)
Call For Fire Trainer (CFFT)	Individual Gunnery Trainer (IGT)
Call For Fire Trainer 2 (CFFT2)	(FATS)
HMMWV Egress Trainer (HEAT)	(LMTS)
Conduct of Fire Trainer (COFT)	Virtual Battlefield Simulation (VBS)
Advanced Gunnery Training System (AGTS)	(ODS)
Virtual Battlefield Simulation 2 (VBS2)	(DFIRST)
IEDES	Lasershot
Multiple Independent Laser Engagement System (MILES)	
Common Drivers Trainer (CDT)	
Precision Gunnery System (PGS)	
Tank Weapons Gunnery System (TWGS)	
Through Site Video (TSV)	

3.4.2 The contractor shall provide direct and general IT and training support advisors to support individual and collective, multi-echelon training at unit home station or other training sites with a balance of LVC-G training. The contractor shall provide resources and training assistance to maximize training value; incorporate armory-based digital Mission Command Staff Training into the commander’s training plan; train unit “pucksters”, and integrate Army Battle Command Systems constructive simulations as a constructive training drivers. The selected contractor will work in conjunction with ERF personnel, ABCS-ST personnel, DTTs and other contractors in the Mission Command Training Support Program regardless of contracted company/vendor.

3.4.3 The contractor shall provide MTC site-based technical support personnel to all three current ARNG MTCs to support digital and non-digital constructive simulation exercises, create and maintain constructive training scenarios,

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exercise directives, terrain databases, and force file databases. These personnel shall also troubleshoot constructive exercise drivers and hardware that does not function properly, monitor the execution of computer supported workstation operator training, and assist unit trainers during training exercises.

3.4.4 The contractor shall provide MTC based technical support personnel to deliver digital and non-digital constructive and integrated multi-echelon DTT driven events. These personnel shall also troubleshoot constructive exercise drivers and hardware that do not function properly, monitor the execution of computer supported workstation operator training, and assist unit trainers during training exercises.

3.4.5 The contractor shall assist ARNG units, states, and training officers/NCOs in establishing and maintaining Training Support-Materiel Army-wide Tracking System (TS-MATS) accounts. All contractor maintained/government owned TADSS will be entered into TS-MATS for accountability and TADSS utilization tracking. The government will assist with providing the contractor access to TS-MATS and establishing accounts.

3.5 Entity Resolution Federation (ERF) Support Services

3.5.1 The contractor shall provide technical personnel to acquire, install, operate, integrate, and troubleshoot communications, and training exercises using the ERF suite at all three current ARNG MTCs.

3.5.2 The contractor shall provide and support data and communications links to live, virtual, and constructive training environments including: networks; communications; C4I; and simulations architectures. Communications support may also require links to joint and interagency players.

3.5.3 The contractor shall assist in DIACAP accreditation at their assigned training centers.

3.5.4 The contractor shall designate in writing, train, and insure the certification of systems administrators in accordance with local Network Enterprise Center (NEC) Standard Operating Procedures (SOPs).

3.5.5 The contractor shall provide sufficient field engineers and network personnel to establish and maintain training/exercise networks for both local and wide area networks.

3.5.6 The contractor shall reconfigure training areas to meet mission requirements.

3.5.7 The contractor shall keep networks operational 99% of the time during training exercises. Operational Readiness rates include scheduled downtime, software upgrades, and network problems.

3.5.8 The contractor shall provide routine, non-warranty maintenance support on hardware systems, networks, and software products.

3.5.9 The contractor shall provide training to individual system operators (“pucksters”) used to support exercises.

3.5.10 The contractor shall develop simulation supported training scenarios for individual and staff collective training that meet unit commander’s training objectives.

3.5.11 The contractor shall update or generate new training scenarios to remain relevant with commander’s needs in support of individual and collective training.

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3.5.12 The contractor shall provide personnel capable of traveling to remote sites (unit locations, eRTOCs, local simulation centers, Battle Simulation Facilities and others) to assist units in receiving MTC distributed simulations.

3.5.13 The contractor shall make use of low overhead drivers resulting from JLCCTC “spin-outs” to include a the Army Low Overhead Training Toolkit and others as they are developed and fielded to the ARNG.

3.5.14 The contractor shall work with TADSS personnel and employ ARNG supported low overhead drivers in support of constructive battle staff training exercises.

3.5.15 The contractor shall maintain systems in accordance with Army Supply Procedures and as required by the MTC-Commander. The contractor will have an inventory and accountability program that tracks equipment both on-site and while in the field as wells as provisions for lifecycle replacement and equipment usage. Equipment will be hand-receipted from individual MTCs to the ERF support team site lead.

3.6 Planning, Programming, Budgeting, and Execution (PPBE)

3.6.1 PPBE. The contractor shall provide a PPBE team, to interact with the National Simulation Center, the MCTSP program manager, DAMO-TRS and the Training Support Systems-Enterprise at large in the development and formulation of comments, recommendations, position papers, white papers, et cetera related to Planning, Programming, Budgeting, and Execution (PPBE) of funding for MCTSP support. As directed by the COR and ARNG-TRC, the PPBE shall produce draft PPBE input documents for Government approval and submission through official processes.

3.6.2 The PPBE team will provide an Intermediate Simulation and Modeling System Analyst (SMSA) who has experience using Arena and or Simio modeling software to develop and run training resource allocation scenarios in an effort to identify the optimal training execution matrix for the entire MCTSP. The SMSA will also integrate the optimal output model into a data driven training execution schedule to aid in the analysis of all the actual training events within the MCTSP.

3.6.3 Administrative services shall be carefully managed to prevent performance of “personal services” prohibited under this contract, preventing creation of employer-employee relationships between the Government and the contractor's personnel. At a minimum, administrative services shall be explicitly under the supervision and control of other contractor employees and proposals shall specify contractor reporting relationships.

4.0 Facilities

4.1.1 The contractor shall provide work space and equipment support for contractor employees whenever “off-site” seating is required or “on-site” seating is not explicitly Government furnished.

4.1.2 The contractor shall provide short-term facility support to support testing, integration, prototyping, operational support, Government review of contractor-housed deliverables or reference materials, conferences, and other similar activities when required to support specific tasking under this contract. Services shall include facility site set up, preparation of briefing material and equipment, IT support, and similar support services required.

4.1.3 Contractors working at MTCs will be provided the following services/equipment:
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- Access to phone and fax
- Government furnished computers and printing
- Network Access
- CAC Cards
- Access to network resources (CALL, LOGSA or similar as required)

5.0 General Requirements

5.1 Contractor Personnel Requirements

5.1.1 Program Manager - The technical effort shall be under the direction and coordination of a single Program Manager (PM). The PM provides overall management of program, projects, cost and budgets, personnel, planning, quality control, direction, coordination, deliverable submissions, and reviews necessary to assure effective contract performance and acts as single point contact for the Government's Program Manager and Contracting Officer Representative on these and related issues. As required, the Program Manager shall possess the necessary program access clearances or be eligible for immediate adjudication by the proper security authority.

5.1.2 Key Personnel - The contractor's key personnel shall demonstrate adequate levels of recent and relevant expertise. The contractor shall submit resumes of key personnel and solicit Government review and comment on qualifications and suitability of key personnel to accomplish required tasks both upon initial proposal and upon replacement of "key personnel." Key Personnel are: Site leads, team leads, PPBE personnel, and contract program managers (if applicable).

5.1.3 Personnel Qualifications - The contractor shall utilize personnel with skill sets, experience, and qualifications appropriate to the mission and scope of work, in sufficient quantities to accomplish the work required by this contract.

5.1.4 Accounting for Contractor Services - The contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement.

5.1.5 Supervision of Employees - The Government will not supervise Contractor personnel. The Government will oversee the Contractor's execution of the requirements within the scope of work and all other Contractor proposed efforts provided in support of this statement of work on a day to day basis. The Contractor shall not perform any inherently Governmental functions, (i.e., supervise or otherwise direct government employees). The Contractor will not supervise employees of other Contractors outside the Contractors' subcontracting / teaming arrangements. A designated Contracting Officer's Technical Representative (COTR) will be assigned at each MTC by the Government to provide day to day oversight and evaluation of the Contractor's efforts and performance and maintain awareness of activities of offsite personnel. The COTR will report to the MTC chain of command, the Contracting Officers Representative (COR), and the Contracting Officer (KO) to ensure that deliverables are provided on time and to standard.

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5.1.6 Contractor Identification - All contractor personnel shall be required to wear MCTSP identification badges (or other identifying logos) so as to distinguish themselves from Government employees and other contractor personnel at ARNG sites. These identifying badges / logos must be visible at all times when working with Government personnel. When conversing with Government personnel during business meetings, over the telephone or via electronic mail, support contractor personnel shall identify themselves as such to avoid any perception that they may be Government employees and to avoid situations arising where sensitive topics might be better discussed solely between Government employees. Electronic mail signature blocks shall identify contractor / company affiliation. Documents or reports produced by contractors shall be suitably marked as contractor products or contractor participation appropriately disclosed. Contractor personnel occupying space in a Government facility shall identify their workspace area with their name and company / contractor affiliation.

5.1.7 Contractor Training - Contractors may be required by the Government to attend mandatory training in order to work specific tasks under this contract. Such training shall be directly chargeable to the contract when directed. Routine, annual, re-certification not to exceed 40 hours per year per contractor and approved in advance is authorized.

5.2 Security Requirements

5.2.1 Security Clearances - All contractor personnel shall hold a SECRET clearance. Doctrinal Support personnel and Doctrinal Training Team Leads and Intelligence WFF specialists are required to hold a TOP SECRET clearance for the duration of the contract period. Personnel assigned to conduct configuration management/server setup for the Defense Common Ground System-Army (DCGS-A) are required to maintain a TOP SECRET clearance. If a higher classification is required for an unforeseen reason, the contractor will submit a packet justifying the unique reasons for the clearance upgrade for each employee. The ARNG MCTSP program manager is the approving authority for the SECRET DD254. TOP SECRET clearances are read on and off by the ARNG Contracting Security Services Officer (SSO). Contract modifications to support clearance requirements as battle command evolves will be issued as required.

5.2.2 Government Facility Access - Upon contract start, the contractor shall request and obtain Common Access Cards (CAC) and badges required for personnel to access work locations, as indicated by applicable task orders. The local Contracting Officer's Representative (COR) shall notify the contractor of any increased security requirements, if they occur, and the contractor shall submit adequate clearance packages within ten (10) calendar days of identification of increased security requirements. Specific contractor security access requirements are outlined in the Contract Security Classification Specification, DD Form 254, and respective Task Monitors shall be responsible for approving and facilitating contractor acquisition of contractor CAC and badges through the Contractor Verification System and local security offices.

5.2.3 Classified Storage - The contractor shall maintain capabilities for receipt, storage, and generation of classified material, up to and including SECRET, in accordance with the security programs such as the DoD Industrial Security Manual (DoD 5220.22-M), the DD Form 254, and appropriate security instructions or guidelines. Contractor shall provide containers for storage of classified material up to the SECRET level. The Contractor shall maintain accountability records / receipts for classified material to include transfer and destruction of material.

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5.2.4 COMSEC Accounts - No classified or COMSEC information shall be sent to or stored at the contractor's facility before it has been granted a facility clearance and storage capability defined by the Defense Security Service (DSS). The contract DD Form 254 shall contain a requirement for a COMSEC Account and individual requirements.

5.3 Data Delivery and Storage

5.3.1 Delivery Methods – The contractor shall provide an Internet-accessible digital storage capability through which the Government and designated Government contractor support personnel shall be able to access all MCTSP related contract information and other contractor generated reports. As contract information and deliverables are posted to the website, an automated e-mail capability shall notify the appropriate Government / Government support personnel that a modified or additional product has been provided to a folder for which they are responsible. Deliverables shall be arranged on the website by date, and all documents shall be maintained on the website. The contractor shall provide a “front end” through which the Government shall access the server via the Internet with appropriate, password-protected login procedures. Deliveries shall be made as specified in Microsoft Office formats. Deliveries shall also be required on the website with e-mail notification of placement to the Government PM, COR, and Contracting Officer.

5.3.2 Website Access - The website shall be capable of providing different levels of access. Contractor shall give the MCTSP PM, designated administrative representatives of the MCTSP PM, COR, and Contracting Officer unrestricted download access to all contract data. Contractor shall make download access to generic contract information and instructional products available to all contract customers. The server shall be available to the Government 24 hours per day. The contractor shall obtain approval from the Government prior to taking the system off line for planned maintenance. The contractor shall notify the MCTSP PM and COR via e-mail of downtimes and problem resolution during normal work hours, as soon as possible.

5.3.3 Master List and Information Sharing - The contractor shall maintain a database report of all website postings, by subject or title and date. The Master List shall be in a location on the website available to the Contracting Officer, MCTSP PM, designated administrative representatives of the MCTSP PM, and COR. Users shall have the ability to perform a keyword search on the list. The contractor shall provide a folder where the MCTSP PM and COR can upload information and the Contracting Officer can download that information. The contractor shall also provide a folder where the PM / COR may upload information for unprotected, general public download concerning use of this contract.

5.3.4 Website Structure - The public, unrestricted opening page (front end) of the website shall provide MCTSP (Government and contractor) and general instructions for obtaining passwords and accessing protected data.

5.3.5 E-mail Capability - Electronic mail shall be the primary form of communications and tasking. The contractor shall have e-mail capability upon award of the contract. The Contracting Officer and MCTSP PM and COR shall be notified of all postings. All e-mail to Government personnel shall be treated as FOUO and employ PKI encryption or equivalent.

5.3.6 Use of Existing Materials - The contractor shall make every effort to use existing products and briefings wherever practicable before developing new materials. The contractor is responsible for ensuring that no copyright infringements or other such violations occur when developing products and briefings.

5.3.7 Documentation and Data - The contractor shall obtain, store, maintain, catalog, archive, and reproduce the required technical data and applicable documents, plans, regulations, specifications, and other pertinent documents and data as appropriate for the purpose of fulfilling the tasks described in the contract. When appropriate channels or procedures exist, the contractor shall acquire directly the above information. The contractor shall obtain other documents and data pertinent to the specified tasks from non-governmental sources, as appropriate, to ensure

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comprehensive analyses, so that contractor analyses are not limited by the documentation specified by the Government.

5.3.8 All records, files, documents, and working papers provided by the Government, generated by the Government, or generated for the Government in performance of this SOW shall be and shall remain Government property and shall be maintained and disposed of in accordance with the Contracting Officer's instructions. The contractor shall not release any data produced in performance of this contract to anyone except personnel working on this program and respective Government personnel, without the express written consent of the Contracting Officer.

5.3.9 All deliverables such as briefings, graphics, project schedules, spreadsheets, reports, and documents shall be provided using Microsoft software (i.e. PowerPoint, Visio, Access, Project, Excel, and Word). Other formats such as Adobe Portable Document Format (PDF) and Hyper Text Markup Language (HTML) may be used.

5.3.10 At completion or termination of the contract, the contractor shall submit to the Government, in an optical or magnetic format acceptable to the Government, all information, documentation, and data created in providing services under this SOW.

5.3.11 Essential Monthly Reporting Deliverables – The contractor shall submit to Contracting Officer, the COR, and the MCTSP Program Manager, on a monthly basis NLT the 10th of the month these minimum data requirements:

- (1) Technical Reports – Training/Services (delivered by training type; monthly and cumulative)
- (2) Performance and Cost Reports
 - a. Labor (monthly and cumulative)
 - b. Travel (monthly and cumulative)
 - c. ODC (monthly and cumulative)
 - d. Labor Hour Breakdowns (monthly and cumulative)
- (3) Presentation Material(s)
- (4) Records of Meetings/Minutes
- (5) Progress Reports
- (6) Monthly Status Reports
- (7) Other contractor items deemed of interest

5.4 Place of Performance

5.4.1 Upon award of the contract, a principle place of performance shall be established and supported in a Government approved location to provide responsive technical services to customers. To facilitate exchanges between the contractor and the Government, the contractor shall provide conference facilities when requested by the Government, as well as VTC and audio conference capabilities. The use of the conference facility will typically average once a calendar quarter for approximately five (5) days. The conference facilities shall be available to all customers in support of the ARNG MCTSP.

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5.4.2 “Mission-Essential” Personnel - The contractor shall ensure personnel required to accomplish tasks designated as “mission-essential” are identified to the COR. Government will identify tasks qualifying performers as essential personnel, and the contractor shall provide a list of essential personnel required to perform those tasks to the COR. The COR will provide Government security personnel with list of contractor “mission-essential” personnel to enable access to Government facilities when “non-essential” personnel are barred. Contractor shall operate in accordance with DoDI 3020.37, Continuation of Essential DOD Contractor Services during Crisis.

5.4.3 “Non-Essential” Personnel - During periods of inclement weather or other emergencies when Government-provided office space is closed by the Government for “non-essential” personnel, contractor employees may direct / authorize “non-essential” contractor personnel to work at company-provided locations or telecommute, if duties allow, and directly charge the contract. In the event written contractor policy is to provide administrative leave, instead, such time shall not be directly chargeable to the contract, but may be included in overall labor rates as an employee benefit.

5.5 Contractor Resource Scheduling

5.5.1 Work Hours - Unless otherwise specified, the contractor shall ensure adequate technical expertise is available to provide responses to specific tasks based on a normal 40-hour work week. During key events, weekend drills and other training missions, contractor services may be required for up to 24 hours per day, seven (7) days per week (including holidays). Special attention must be given to the fact that the ARNG by its very nature works primarily on weekends.

5.5.2 Accelerated Services - The highly dynamic nature of real world contingencies or unscheduled local mobilizations or deployments may require some deliveries to be accelerated to meet the needs of the Government. This may require document reviews and the preparation of technical, procedural, conceptual, and information papers or briefings with minimal notice. Additionally, the contractor may be required to attend working groups, conferences, and other meetings with minimal notice. Task priorities, short notice suspense’s, operational constraints, and other potential "acceleration impacts" shall be managed to maintain schedule requirements of remaining contract requirements with minimal impacts.

5.5.3 Quick Response Contract Modifications - On rare occasions, the contractor shall provide proposals for new / additional tasking in three calendar days or modifications in as little as 24 hours from notice. New tasking of this type shall be limited to efforts costing less than \$300K. In the event of an emergency where new contractor services are needed immediately, the contractor may request contracting officer permission to start work immediately upon receipt of written contracting officer direction and provide proposal to define the requirement within 14 days of contracting officer direction. The contractor shall accept no direction to start new work from anyone but the Contracting Officer. All new tasking must be within the scope of the Statement of Work.

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5.5.4 Legal Holidays - The Federal Government observes the following holidays and except for emergencies, 24/7 operations, or as otherwise noted in task orders, Government personnel will not be available for interfaces on those days.

New Year's Day

Martin Luther King's Birthday

Presidents' Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Christmas Day

5.6 Travel Requirements

5.6.1 The contractor shall perform temporary duty (TDY) non-local travel (both CONUS and OCONUS). Travel will be IAW Army National Guard Directorate Travel Policy and Procedures as outlined in Joint Federal Travel Regulation/Joint Travel Regulation (JFTR/JTR) and other Defense Travel System (DTS) related publications provided by Program Management Office (PMO)-DTS, Army-DTS, and User Documentation provided by Northrop Grumman Mission Systems (the DTS contractor), as required by the contract during the performance of this SOW. TDY locations may include tactical environments such as field exercises. The contractor shall submit all travel requests, security clearance information, and need-to-know certification to the COR and MCTSP Program Manager for approval, at least 30 days prior to the date the required travel is to begin. Emergency travel requirements shall be coordinated as above by telephone, email or fax, if necessary for CONUS travel only.

5.7 Intellectual Property / Data Rights

5.7.1 INTELLECTUAL PROPERTY - In the event that the Contractor, while supporting the contract requirements, seeks ownership, copyright, or patent of inventions, computer software, computer documentation, technical data, or other Contractor-developed innovations and initiatives under the applicable intellectual property laws and regulations, the Contractor will promptly notify the Contracting Officer in writing. Further, if the Contractor determines to use technical data, copyrighted, or patented items protected by intellectual property rights in performance and to be delivered to the Government, the Contractor shall notify the Contracting Officer as soon as possible.

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5.7.2 DISTRIBUTION CONTROL OF TECHNICAL INFORMATION

5.7.2.1 The following terms applicable to this clause are defined as follows:

- (1) Technical Document. Any recorded information that conveys scientific and technical information or technical data.
- (2) Scientific and Technical Information. Scientific and Technical Information is defined as any communicable knowledge or information resulting from or pertaining to conducting and managing a scientific or engineering research effort.
- (3) Technical Data. Recorded information, regardless of form or recording method as defined in DFARS 252.227-7013(a)(14) and 7015(a)(4) but also includes experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process or to design, procure, produce, support, maintain, operate, repair, or overhaul material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer printouts. Examples of technical data include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog-item identifications, and related information and computer software documentation.

5.7.2.2 Except as may otherwise be set forth within the Contract, (i) the distribution of any technical document prepared under this contract, in any stage of development or completion, is prohibited without the approval of the Contracting Officer and (ii) all technical documents prepared under this contract shall initially be marked with the following distribution statement, warning, and destruction notice:

- (1) DISTRIBUTION STATEMENT F - Further dissemination only as directed by Contracting Officer or higher DoD authority.
- (2) WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (22 U.S.C. § 2751 et seq.) or the Export Administration Act of 1979, extended under Executive Order 13222 which invoked emergency authority under the International Emergency Economic Powers Act, (50 U.S.C. § 1702). Violations of these export control laws are subject to severe criminal penalties and fines. Disseminate in accordance with provisions of DOD Directive 5230.25.
- (3) DESTRUCTION NOTICE - For classified documents, follow the procedures in DOD 5200.22-M, National Industrial Security Manual, Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

5.7.2.3 As a part of the review of preliminary or working draft technical documents, the Government will determine if a distribution statement less restrictive than Statement F specified above would provide adequate protection. If so, the Government's approval / comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.

5.7.2.4 The contractor shall place distribution statement markings on the cover page of all newly generated technical documents, including working papers, memoranda, and preliminary reports, if those documents are not already in the public domain and if they are likely to be disseminated outside the Department of Defense. Distribution Statements apply to both Classified and Unclassified technical information.

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5.7.2.5 The Contractor shall use the seven (7) authorized distribution statements providing options ranging from unlimited distribution to no secondary distribution without specific authority of the controlling DoD office. In selecting and applying the appropriate statement, the Contractor shall consider the direction on the CDRL description, the information contained in the document, and the audience for which it is intended. If a document produced appears to need more restrictive distribution statements than CDRL otherwise would require, the Contractor shall apply the more restrictive statement and request approval to use more restrictive statement from the Contracting Officer.

5.7.2.6 The following list of distribution statements is a list of reasons that Contractor shall use with its corresponding distribution statement.

DISTRIBUTION A. Approved for public release; distribution unlimited.

DISTRIBUTION B. Distribution authorized to US Government agencies only (reason) (date of determination). Other requests for this document shall be referred to (agency and address).

DISTRIBUTION C. Distribution authorized to US Government agencies and their contractors (reason) (date of determination). Other requests for this document shall be referred to (agency and address).

DISTRIBUTION D. Distribution authorized to DoD and US DoD contractors only (reason) (date of determination). Other requests for this document shall be referred to (agency and address).

DISTRIBUTION E. Distribution authorized to DoD components only (reason) (date of determination). Other requests for this document shall be referred to (agency and address).

DISTRIBUTION F. Further dissemination only as directed by (agency and address), (date of determination) or DoD higher authority.

DISTRIBUTION X. Distribution authorized to US Government agencies and private individuals or enterprises eligible to obtain export-controlled technical data in accordance with DoDD 5230.25 (date of determination). Controlling DoD office is (agency and address).

Example:

DISTRIBUTION D: Authorized to Department of Defense and U.S. DoD contractors only. This document contains critical technology information, 14 June 1996. Other requests may be referred to the Program Manager, Battle Command Training Capability Program Office, Collective Training Branch (ARNG-TRC), 111 South George Mason Drive, Arlington, VA 22204.

5.7.2.7 "Agency and address" in distribution statements shall reference associated contract's COR. The Government and Contractor shall use the following "reasons" for applying distribution statements, as appropriate.

"REASON"	MAY BE USED ON DISTRIBUTION:					
ADMINISTRATIVE OR OPERATIONAL USE. To protect technical or operational data or information from automatic dissemination under the international exchange program or by other means. This protection covers publications required solely for official use or strictly for administrative operational purposes. This statement may be applied to manuals, pamphlets, technical orders, technical reports, and other publications containing valuable technical or operational data.	B	C	D	E		
CONTRACTOR PERFORMANCE EVALUATION. To protect information in management reviews, records of contractor performance evaluation, or other advisory documents evaluating programs of contractors.	B			E		
CRITICAL TECHNOLOGY. To protect information and technical data that advance current technology or describe new technology in an area of significant or potentially significant military application or that relate to a specific military deficiency of a potential adversary. Information of this type may be classified. When unclassified, technology is export controlled.	B	C	D	E		
DIRECT MILITARY SUPPORT. The document contains export-controlled technical data of such military significance that release for purposes other than direct support may jeopardize an important technological or operational US military advantage. Designation of such data is made by competent authority in accordance with DoDD 5230.25.				E		
FOREIGN GOVERNMENT INFORMATION. To protect and limit distribution in accordance with the desires of the foreign government that furnished the technical information. Information of this type normally is classified at CONFIDENTIAL or higher in accordance with DoD 5200.1-R.	B	C	D	E		
PREMATURE DISSEMINATION. To protect patentable information on systems or processes in the developmental or concept stage from premature dissemination.	B			E		
PROPRIETARY INFORMATION. To protect information not owned by the US Government and protected by a contractor's "limited rights" statement, or received with the understanding that it not be routinely transmitted outside the US Government.	B			E		
SOFTWARE DOCUMENTATION. Releasable only in accordance with DoDI 7930.2.	B	C	D	E		
TEST AND EVALUATION. To protect results of test and evaluation of commercial products or military hardware when such disclosure may cause unfair advantage or disadvantage to the manufacturer of the product.	B			E		
SPECIFIC AUTHORITY. To protect information not specifically included in the above reasons and discussions but which requires protection in accordance with valid documented authority such as Executive Orders, classification guidelines, DoD or DoD-component regulatory documents. When filling in the reason, cite "specific authority (identification of valid documented authority)."	B	C	D	E	F	

5.7.3 TECHNICAL DATA RIGHTS: When the Contractor asserts title and rights for technical data under this contract; the Government will invoke DFARS 252.227-7013 and reach an agreement with the Contractor on its licensing rights.

5.7.4 SOFTWARE LICENSES: In addition to the rights stipulated in DFARS 252.227-7014 clause hereof, when software is to be delivered with other than unlimited rights in the Government, the Contractor shall obtain all such software licenses in the Government's name. In addition to other rights stated in this contract, it is agreed that the Government shall have the right to rehost software on the computer of a Government Contractor.

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5.7.5 RIGHTS IN SPECIAL WORKS: When the Government must own or control copyright in all works or portions of work first produced, created, or generated under this contract, the Government will invoke DFARS 252.227-7020, Rights in Special Works. The Contractor shall assign copyright in those works to the Government and label the work with the following notice: "© (Year date of delivery) United States Government, as represented by the Secretary of Army. All rights reserved." The Government will have unlimited rights in the special works, and the Contractor grants to the Government licenses in accordance with the DFARS clause. In addition, the Contractor hereby relinquishes any rights to use or disclose such works beyond what is required by the contract.

5.7.6 PATENTS – REPORTING OF SUBJECT INVENTIONS:

5.7.6.1 For any patents developed under this contract, the Government, at its discretion, will seek licensing rights under the pending patent and obtain a royalty-free, non-exclusive license for the future use of the patents. For the Contractor to validate the notice of patent inventions, the Government will require the following documents:

- (1) The invention disclosure form and invention report;
- (2) DD Form 882, Report of Inventions and Subcontracts;
- (3) Two notarized confirmatory instruments; and
- (4) Copy of the first page of the patent application with the following caveat:

"This invention was made with Government support under (cite contract number) awarded by the U.S. Department of the Interior. The Government has certain rights in this invention."

The documents are to be sent to:

Department of the Interior / National Business Center
Acquisition Services Directorate
Division III
PO Box 1420
Sierra Vista, AZ 85636

5.7.6.2 The interim and final invention reports shall be submitted on DD Form 882, Report of Inventions and Subcontracts. In accordance with DFARS 252.227-7039 and FAR 52.227-12, interim reports shall be furnished every twelve (12) months and final reports shall be furnished within three (3) months after completion of the contracted work. In accordance with FAR 27.305-3(e), when a Contractor fails to disclose a subject invention, the Contracting Officer may invoke the applicable withholding of payments provision.

5.7.6.3 The Contractor shall include the clause at DFARS 252.227-7039 in all subcontracts with small businesses and nonprofit organizations, regardless of tier, for experimental, developmental, or research work.

5.7.6.4 The prime Contractor shall account for the interim and final invention reports submitted by the subcontractor.

5.8 Publications

5.8.1 Mandatory Documents, Regulations, Manuals and Forms - Mandatory compliance documents applicable to this SOW are listed in paragraph 4.8.2, below. It is the responsibility of the contractor to stay abreast of and in compliance with changes, including supplements and amendments. It is the contractor's responsibility to insure that all mandatory

publications are accessible to applicable employees and kept up to date. Unless specific issue date is indicated, the issue in effect on the date of this SOW shall apply. In the event of conflict between this SOW and any document referred to herein, the requirements explicitly stated in this SOW take precedence

5.8.2 The following documents form a part of this SOW. All documents listed are Unclassified.

Number	Title/Classification	Date	Applicable Paragraphs
DODI 3020.37	Continuation of Essential DoD Contractor Services During Crisis.	26 Jan 1996	All
DODI 3020.41	Contractor Personnel Authorized to Accompany the U.S. Armed Forces	3 Oct 2005	All
DOD 5220.22M	National Industrial Security Program Operating Manual	28 Feb 2006	All
DOD 5220.22M Supplement	National Industrial Security Program Operating Manual Supplement	Feb 1995	All
DoD 5220.22M Supplemental	National Industrial Security Program Operating Manual Supplement	9 Apr 2007	All
DD Form 254	Department of Defense Contract Security Classification Specification	Dec 1999	All
USD Memorandum	USD(Personnel and Readiness), Subject: DEERS/RAPIDS Lockdown for Contractors	10 Nov 2005	All

5.9 Quality Program

5.9.1 Quality Program Plan (QPP). The Contractor(s) shall be responsible for overall responsiveness, cost control, adherence to schedules, technical quality of work, management of contractor's team efforts and commitment to customer satisfaction. The contractor shall establish a process to provide an accurate assessment of performance in all

areas of the contract and implement a quality program through the QPP. The quality control program will develop a monthly report of their performance assessments to the BCTSP program manager and COR.

5.9.2 Contractor personnel assigned to maintain the quality assurance (QA) program shall perform independently of personnel assigned execution responsibility for a deliverable. The independent QA personnel will develop a direct line of communication with the Program Manager to discuss and review any process improvements and meet at a minimum once a quarter to review overall performance.

5.9.2.1 QA personnel shall have sufficiently well defined responsibility, authority, and the organizational freedom to identify and evaluate quality problems in order to initiate, recommend, and provide solutions.

5.9.2.2 QA personnel shall maintain adequate records of any audits, inspections, and tests to support the conformance to the requirements and effective operation of the quality program.

5.9.2.3 QA personnel shall ensure timely and effective corrective action is obtained for all deficiencies identified by the Contractor or by the Government. All deficiency responses shall include the cause of the deficiency to preclude recurrence and an analysis of the quality program's effectiveness in the area of the deficiency.

5.10 Performance Assessment

5.10.1 The Services Summary (SS) is a list of performance objectives and performance thresholds that will be regularly verified by Government personnel. Each performance objective represents a significant performance criteria required in the SOW by the Government at the time of contract award. The performance threshold represents the minimum acceptable level of performance. The performance objectives and performance thresholds represent only the significant tasks of this contract and do not excuse the Contractor from performance of other responsibilities identified in this SOW. Performance objectives will be monitored regularly by the BCTSP PM. Performance objectives may be added and performance thresholds may be raised or lowered during the course of this contract, but the following objectives will be required at a minimum

5.10.2 Services Summary.

TASK PARAGRAPH	TASK	PERFORMANCE THRESHOLD	Current Period	Planned next Period

This table will be filled out upon contract award/task order assignment and submitted as a monthly deliverable to the COR.

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5.10.3 Performance Deficiency Notification - There are two types of deficiency notifications: verbal notification and Performance Assessment Report (PAR). Verbal notification is primarily used for non-repeat, minor discrepancies or tasks that can be re-performed. A PAR will be issued by the COR when previous verbal notifications failed to result in corrective actions or when severe deficiencies exist. The PAR will be forwarded to the Contracting Officer through the BCTSP PM and COR for action. Performance deficiencies may include any Government-identified noncompliance with contract requirements that specifies that an activity or action did not take place, or did not take place to the standards of timeliness or quality required. Note that while the Contractor will be given the opportunity for re-performance when possible, significant deficiencies will nevertheless be documented.

5.11 Government Furnished Property (GFP), Materials, Services and Information

5.11.1 When the contract requires the Contractor to work in a Government facility, the Government may furnish or make available working space, property, computers, and network access. Copies of required materials cited in the RFP, SOW, DD Form 254, will be provided to the Contractor in hard copy or soft copy. Contractor shall maintain a list of all GFP issued for use outside Government facilities. GFP, materials, and information will remain the property of the Government and will be returned to the Government upon request or at the end of the contract period-of-performance. Government personnel will be available for technical exchanges with the Contractor, will provide technical input, answer questions, review completed work, and provide feedback regarding task order efforts.

5.11.2 Contractor issued GFP shall maintain a list of GFP for use. This equipment will be accounted for by Government personnel using standard Army supply procedures. Standard lifecycle management plans will apply at government cost.

5.11.3 The government will provide Army Gold Master Program (AGMP) enabled computers to contractors for use. Contractors must complete DOD Information Assurance Level I and Anti-Terrorism Level I training (both online) and be in possession of a valid common access card (CAC) in order to be eligible to receive government furnished Army Gold Master computers.

5.11.4 Existing government furnished computers already in use on the MCTSP contract will be eligible for upgrade at government cost through ODC in order to reduce IT procurement costs. All newly issued computers must adhere to AGMP standards. Government furnished computers will be provided by request and issued from MTCs that contractors support. Existing GFP computers will be transitioned to the selected vendor as part of the transition plan in the event the incumbent contractors are not selected.

5.11.5 Each contractor will be provided partial re-imbusement (\$25.00/month) for cellular telephone costs. No direct charges for minutes will be provided for CONUS based support. OCONUS cellular bills will be reimbursed based on guidance from the COR in advance of travel OCONUS. These costs will be charged to ODC.

5.11.6 Contractors not working on site at the MTCs or the contractors offices will be eligible to receive partial reimbursement for network access. ODC costs not to exceed \$40.00 per month per contractor requiring commercial ISP access.

5.11.7 Contractors working offsite from MTCs will be allowed to request reimbursement for up to \$100.00 in miscellaneous office supplies per year.

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5.12 General Miscellaneous Requirements:

5.12.1 The contractor shall provide technical and programmatic recommendations to the government for the introduction and implementation of new technologies in the support of emerging training strategies and status reports.

5.12.2 The contractor shall establish reliable and effective methods of communications for coordinating support for training events via e-mail, data transfer, voice, and fax. The contractor shall establish and maintain communications with supported units, MTC management teams, Government representatives, and other supporting Army activities as directed.

5.12.3 The contractors shall conduct Executive-level Program Management Reviews (PMRs) with the government. The frequency, site, date, and time of each PMR shall be mutually agreed upon by the contractors and the Government. The following items shall be addressed at each PMR:

- Master Planning Schedules/Training Calendars
- Personnel Status (hiring actions, terminations, turn-over rates)
- Fund Status Reports
- Labor hour expenditures
- Status and/or resolution of assigned special studies, investigations, and action items
- Specific agenda items agreed upon by the contractor and the Government
- Program issues and potential problems requiring Government involvement

5.12.4 The contractor shall provide services for the exploration of emerging IT and communications technologies, which will include the capability required to perform evaluations and analyses of technologies and products. The contractor shall conduct studies, systems analysis, concept definitions, system definitions, field and lab testing, and capability assessment. The contractor shall analyze, critique, and assess the adequacy, timeliness, and effectiveness of these emerging technologies to support distributed battle command training and exercises. The contractor shall be required to project how these emerging technologies impact the battlefield of the future. The contractor shall ensure new systems and subsystems satisfy the requirements for the future Army.

5.12.5 The contractor shall provide administrative services incidental to, and required for, efficient and effective provision of deliveries under this contract; including support for conferences, IT and office automation, records management, scheduling functions, meeting and conference support, briefings, and routine office management as well as distributed work force requirements.

5.12.6 The contractor shall provide the applicable designated MTC Commander / Director all contract related information as necessary, in order for that Commander / Director to sustain a level of military oversight with regards to operations, takings, events and property book management.

5.12.7 Almost every service requires the use of some of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, And to acquire the environmentally preferable products that meet the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under service and construction

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Contracts , 52-223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated items in Service and Construction Contracts.

5.12.7.2 Additionally, the contractor shall use its best to reduce the generation of paper documents through the use of double-sided printing, double-sided copying and the use and purchase of 30% post consumer content white paper to the intent of FAR 52.204-4 Printing/Copy Double-Sided on Recycled Paper.

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SECTION D -- Packaging and Marking

D.1 Marking

Shipping documents, containers, correspondence and packages shall be marked with the following:

Contract Number: D12PD00174

Proposal Title; Army National Guard Mission Command Training Support

SECTION E -- Inspection and Acceptance

E.1 52.252-02 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.farsite.hill.af.mil>

Clause	Title	Date
52.246-6	Inspection of Services—Time and Materials	May 2001

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SECTION F -- Deliveries or Performance

F.1 Deliverables

All deliverables shall be in accordance with Section 5.0 of the Statement of Work.

F.2 Period of Performance

The Period of Performance for this effort is as follows:

Base Effort December 31, 2011 through December 30, 2012
Option Year 1 December 31, 2012 through December 30, 2013
Option Year 2 December 31, 2013 through December 30, 2014

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SECTION G -- Contract Administration Data

G.1 Contract Administration Contractor

Program Manager:

Northrop Grumman Technical Services Sector
2411 Dulles Corner Park, Suite 500
Herndon, VA 20171
Doug Tystad
913.651.2458
Doug.tystad@ngc.com

Contracts Manager:

Northrop Grumman Technical Services Sector
Cynthia Jennings, Contract Administrator
505.998.8281
Cynthhia.jennings@ngc.com

G.2 Contract Administration-Government

Point of contact for administration of this contract:

Administration of this contract shall be performed by:

Department of the Interior
National Business Center
Acquisition Services Directorate
Sierra Vista Division
Post Office Box 1420
Sierra Vista, AZ 85636

Overnight Delivery Address:

354 South Highway 92
Sierra Vista, AZ 85635

POC: Doreen F Vieira-Cross
Phone: 520-439-2482
Fax: 520-439-2591
E-Mail: Doreen_F_Vieira-Cross@nbc.gov

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G.3 Program Manger

The Program Manager (PM) for this contract is:

Army National Guard Readiness Center
111 S. George Mason Dr. Code NGB-ART-C
Arlington, VA 22204-1382

POC: Major Todd Carter
Phone: 703-607-9107
E-Mail: tc.carter@us.army.mil

G.4 Contracting Officer's Representative

Department of Interior
National Business Center
Sierra Vista Division
Post Office Box 1420
Sierra Vista, AZ 85636

Overnight Delivery Address:

354 South Highway 92
Sierra Vista, AZ 85635

POC: Mark Berge
Phone: (520) 439-2422
E-Mail: Mark_E_Berge@nbc.gov

G.5 Contracting Officer's Technical Representative

Army National Guard Readiness Center
111 S. George Mason Dr. Code NGB-ART-C
Arlington, VA 22204-1382

POC: David Wood
Phone: 703-607-9107
E-Mail: david.wood1@us.ar

G.6 Contracting Funding Status

This order is incrementally funded pursuant to FAR 52.232-22, Limitation of Funds. Of the total estimated price of CLIN 0001, the sum of (b) (4) is presently available for payment and allotted to this contract. It is anticipated from time to time additional funds will be allotted to this contract until the total estimated price of these items is allotted. It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4) however, the Contractor is not authorized to perform work beyond the point at which the total amount paid and payable by the Government approximates but does not exceed the total amount actually allotted by the Government to the contract."

Funding status is as follows:

	Estimated Contract Value	Obligated	Un-obligated
Base Year	\$(b) (4)	\$(b) (4)	\$(b) (4)
Option Year 1	(b) (4)	\$(b) (4)	\$(b) (4)
Option Year 2	(b) (4)	\$(b) (4)	\$(b) (4)
Total	(b) (4)	\$(b) (4)	\$(b) (4)

G.7 Invoicing Instructions

Electronic Invoicing and Payment Requirements – Internet Payment Platform (IPP)

(September 2011)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice

Labor hour Back-up

Travel Back-up

ODC's Back-up

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 – 5 business days of the contract award date. Contractor assistance

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with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

(End of Local Clause)

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SECTION H -- Special Contract Requirements

H.1 Pre-Contract Cost Agreement

Pre-Contract Cost Agreement (PCCA) was signed by both the Contractor and the Contracting Officer. Allowable costs under this contract shall include such costs incurred by the Contractor in connection with the work covered by this Delivery Order during the period from 12/31/2011 through the date of the Delivery Order Award, as would have been allowable pursuant to the terms of this contract, had this contract been in effect during said period, however, that such costs shall not, in the aggregate exceed \$1,110,269.00 (Labor – \$1,110,269.00 Travel - \$98,527.00).

H.2 Contractor Personnel Security and Suitability Requirements

In addition to security requirements specified in Department Of Defense Contract Security Classification Specification, DD Form 254, performance of this contract requires contractor personnel to have a Federal government-issued personal identification card before being allowed unsupervised access to a DOD [facility and/or information system]. The Program Manager will be the sponsoring official, and will make the arrangements for personal identify verification and card issuance.

Before start of contract performance, the Contractor will identify all contractor and subcontractor personnel who will require [physical and/or logical] access to DOD facilities and/or information systems for performance of work under this contract. The Contractor must make their personnel available at the place and time specified by the PM in order to initiate screening. This screening is in addition to investigations in support of obtaining DOD security clearances required in accordance with DD Form 254.

Appropriate forms of credentials required to verify identity for issuance of personal identification cards and/or Common Access Cards (CACs) will be specified by the PM.

Contractor employees are required to give, and to authorize others to give, full, frank, and truthful answers to relevant and material questions needed to reach a suitability determination. Refusal or failure to furnish or authorize provision of information may constitute grounds for denial or revocation of credentials. Government personnel may contact the contractor personnel being screened or investigated in person, by telephone or in writing, and the Contractor agrees to make them available for such contact.

Alternatively, if an individual has already been credentialed by another agency through OPM, and that credential has not yet expired, further investigation may not be necessary. Provide the PM with documentation that supports the individual's status.

During performance of the contract, the Contractor will keep the PM apprised of changes in personnel to ensure that performance is not delayed by compliance with credentialing processes. Cards that have been lost, damaged, or stolen must be reported to the PM and Issuing Office within 24 hours. If reissuance of expired credentials is needed, it will be coordinated through the PM.

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H.3 GSA Terms and Conditions

This contract incorporates all GSA terms and Conditions by reference with the same force and effect as if they were given in full text. The full text of these clauses may be accessed electronically at this address:
https://www.fbo.gov/index?s=opportunity&mode=form&id=381dec7248025bf07accf1437e58a192&tab=core&_cview=1

H.4 Other Direct Costs

Other Direct cost required by the contractor in the performance of this contract shall be invoiced on an actual cost basis. All purchases shall be in accordance with FAR 31. The contractor agrees to use GSA Schedules whenever possible. The contractor agrees to follow all applicable Federal Acquisition Regulations pertaining to the purchase of items not on the Federal Supply Schedule in accordance with FAR 8.402(f)(1).

H.5 Travel

Travel and Per Diem required by the Contractor in the performance of this contract shall be invoiced on an actual cost basis. All travel shall be in accordance with the Joint Travel Regulation (JTR). The contractor agrees to use the most economical method of travel available. All foreign travel, and any additional travel not contemplated by the SOW, requires approval by the Contracting Officer with notification to and coordination with the Contracting Officer's Representative and MCTSP Program Manager in accordance with 5.6.1 of the Statement of Work.

H.6 Indirect Rates

The Government will reimburse the Contractor for indirect costs on materials on a pro-rata basis over the period of contract performance at the following fixed rates:

Base Year
Option Year One
Option Year Two

(b) (4)
(b) (4)

H.7 DIAPR 2010-14 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM July 2010 Amendment 1

(a) FAR 42.1502 direct all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

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(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 - 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.farsite.hill.af.mil>

Clause	Title	Date
52.204-02	Security Requirements	August 1996
52.227-11	Patent Rights-Ownership by the Contractor	December 2007
52-223-15	Energy Efficiency in Energy Consuming- Products	December 2007
52-232-22	Limitation of Funds	April 1984
52.251-01	Government Supply Sources	August 2010
52.245-01 Alt I	Government Property - Alternate I	August 2010
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	August 2011

I.2 1452.203- RESTRICTION ON ENDORSEMENTS 70

JULY 1996

DEPARTMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

(End of clause)

I.3 1452.204- RELEASE OF CLAIMS 70

JULY 1996

RELEASE OF CLAIMS -- DEPARTMENT OF THE INTERIOR (JUL 1996)

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After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

(End of clause)

I.4 DIAR AUTHORITIES AND DELEGATIONS (SEP 2011) SEPTEMBER 2011
1452.201-
70

Authorities and Delegations (SEP 2011)

- (a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
- (b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.
- (c) The COR is not authorized to perform, formally or informally, any of the following actions:
- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
 - (2) Waive or agree to modification of the delivery schedule;
 - (3) Make any final decision on any contract matter subject to the Disputes Clause;
 - (4) Terminate, for any reason, the Contractor's right to proceed;
 - (5) Obligate in any way, the payment of money by the Government.
- (d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
- (e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
- (f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

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(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

I.5 52.217-08 OPTION TO EXTEND SERVICES NOVEMBER 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 the period of performance.

(End of clause)

I.6 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within the period of performance; 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 42 (months).

(End of clause)

I.7 52.244-2 SUBCONTRACTS OCTOBER 2010

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

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

None

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

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- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of Clause)

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I.8 DFARS CLAUSE INCORPORATED BY REFERENCE

- 252.201-7000 Contracting Officer's Representative (Dec 1991)
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (Jan 2009)
- 252.203-7004 Display of Fraud Hotline Poster(s) (Sep 2011)
- 252.204-7000 Disclosure of Information (Dec 1991)
- 252.204-7003 Control of Government Personnel Work Product (Apr 1992)
- 252.204-7005 Oral Attestation of Security Responsibilities (Nov 2001)
- 252.204-7008 Requirements for Contracts Involving Export-Controlled Items (Apr 2010)
- 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (Jan 2009)
- 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (Dec 2006)
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Mar 2011)
- 252.227-7020 Rights in Special Works (Jun 1995)
- 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. (Mar 2011)
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 1988)
- 252.227-7039 Patents-Reporting of Subject Inventions. (Apr 1990)
- 252.223-7004 Drug-Free Work Force (Sep 1988)
- 252.225-7002 Qualifying Country Sources as Subcontractors (Apr 2003)
- 252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (Jun 2011)
- 252.232-7010 Levies on Contract Payments (Dec 2006)
- 252.243-7002 Requests for Equitable Adjustment (Mar 1998)
- 252.244-7001 Contractor Purchasing System Administration (May 2011)
- 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Feb 2011)
- 252.245-7002 Reporting Loss of Government Property (Feb 2011)
- 252.245-7003 Contractor Property Management System Administration (May 2011)
- 252.245-7004 Reporting, Reutilization, and Disposal (Aug 2011)
- 252.251-7000 Ordering From Government Supply Sources (Nov 2004)

1.9 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2011)

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(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- (1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).
- (2) 252.203-7003, Agency Office of the Inspector General (SEP 2010) (section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).
- (3) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (4) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (SEP 2011) (15 U.S.C. 637).
- (5) 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).
- (6)(i) 252.225-7001, Buy American Act and Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83, E.O. 10582).
 - (ii) Alternate I (OCT 2011) of 252.225-7001.
- (7) 252.225-7008,
Restriction on Acquisition of Specialty Metals (JUL 2009)(10 U.S.C. 2533b).
- (8) 252.225-7009,
Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).
- (9) 252.225-7012,
Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).
- (10) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- (12) 252.225-7017, Photovoltaic Devices (DEC 2011) (Section 846 of Pub. L. 111-383).
- (13)(i) 252.225-7021, Trade Agreements (OCT 2011) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
 - (ii) Alternate I (OCT 2011) of 252.225-7021.

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(iii) ___ Alternate II (OCT 2011) of 252.225-7021.

(14) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(15) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(16)(i) ___ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2011) of 252.225-7036.

(iii) ___ Alternate II (OCT 2011) of 252.225-7036.

(iv) ___ Alternate III (OCT 2011) of 252.225-7036.

(17) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(18) ___ 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(19) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(20) 252.227-7013, Rights in Technical Data—Noncommercial Items (SEP 2011), if applicable (see 227.7103-6(a)).

(21) 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).

(22) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).

(23) ___ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(24) ___ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)

(25) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(26) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(27) ___ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).

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(28) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(29)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(30) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(31) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(2) 252.227-7013, Rights in Technical Data—Noncommercial Items (SEP 2011), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data—Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment 1- DD254 Department of Defense Contract Security Classification Specification

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING					
				a. FACILITY CLEARANCE REQUIRED		SECRET			
				b. LEVEL OF SAFEGUARDING REQUIRED		SECRET			
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>				3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>					
<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER D12PD00174			<input checked="" type="checkbox"/>	a. ORIGINAL <i>(Complete date in all cases)</i>		DATE (YYYYMMDD) 20111229		
	b. SUBCONTRACT NUMBER				b. REVISED <i>(Supersedes all previous specs)</i>	REVISION NO.	DATE (YYYYMMDD)		
	c. SOLICITATION OR OTHER NUMBER		DUE DATE (YYYYMMDD)		c. FINAL <i>(Complete Item 5 in all cases)</i>		DATE (YYYYMMDD)		
4. IS THIS A FOLLOW-ON CONTRACT?				<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254?				<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.					
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>									
a. NAME, ADDRESS, AND ZIP CODE				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>			
NORTHROP GRUMMAN TECHNICAL SERVICES 100 SUN AVENUE, SUITE 300 ALBUQUERQUE, NM 87109				0MSM1		DEFENSE SECURITY SERVICE PHOENIX FIELD OFFICE (IOFWX) 10851 N. BLACK CANYON HIGHWAY, SUITE 860 PHOENIX, AZ 85029-4555			
7. SUBCONTRACTOR									
a. NAME, ADDRESS, AND ZIP CODE				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>			
8. ACTUAL PERFORMANCE									
a. LOCATION				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>			
ARLINGTON HALL STATION NGB-ARZ 111 GEORGE MASON DRIVE ARLINGTON, VA 22204									
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Contractors will assist the U.S. Army National Guard Training Division with the execution of the Mission Command Training Support Program (MCTSP) management using Department of Defense Automated Systems.									
10. CONTRACTOR WILL REQUIRE ACCESS TO:				YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION					<input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		<input checked="" type="checkbox"/>	
b. RESTRICTED DATA					<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY			<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION					<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL			<input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA					<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE			<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION					<input checked="" type="checkbox"/>	e. PERFORM SERVICES ONLY			<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)					<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES			<input checked="" type="checkbox"/>
(2) Non-SCI					<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER			<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION					<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT			<input checked="" type="checkbox"/>
g. NATO INFORMATION					<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS			<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION					<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<input checked="" type="checkbox"/>	
i. LIMITED DISSEMINATION INFORMATION					<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE			<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION				<input checked="" type="checkbox"/>		l. OTHER <i>(Specify)</i>			<input checked="" type="checkbox"/>
k. OTHER <i>(Specify)</i>					<input checked="" type="checkbox"/>				

12. PUBLIC RELEASE. Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release Direct Through (*Specify*)

NGB-ARZ Division
 111 South George Mason Drive
 Arlington, VA 22204

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
 *In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (*Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.*)

Contractors on this contract must maintain at a minimum a Secret clearance.

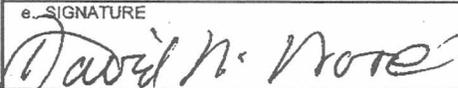
Contractors on this contract will have a need to attend Army National Guard operational meetings at the SECRET level. Classified information generated in the performance of this contract will be managed according to the markings shown on the source material and guidance provided from the Army National Guard and appropriate classified manuals.

Contractor personnel working at the Arlington Hall Station will be required to attend and/or receive Information Security training, per DOD 5200.1R, and AR 380-5, as well as any additional army Training requirements such as OPSEC (AR 350-1) and Information Assurance (AR 25-2) among others.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. Yes No
 (*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.*)

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. Yes No
 (*If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.*)

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL DAVID W. WOOD	b. TITLE CONTRACTING OFFICER'S REP (COR)	c. TELEPHONE (<i>Include Area Code</i>) 703-607-9107
d. ADDRESS (<i>Include Zip Code</i>) Arlington Hall Station ARNG-TRC 111 S. George Mason Drive, Arlington, VA 22004	17. REQUIRED DISTRIBUTION	
e. SIGNATURE 	<input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY ARNG Security Manager	

2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 05/08/2012	4. REQUISITION/PURCHASE REQ. NO. 0040040188	5. PROJECT NO. (If applicable)
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6. ISSUED BY DOI, National Business Center, AQD Division 3/ Branch 2 354 S Hwy 92 Sierra Vista AZ 85635	CODE D32	7. ADMINISTERED BY (If other than Item 6) DOI, Acquisition Services Director Division 3/ Branch 2 Post Office Box 1420 Sierra Vista AZ 85636	CODE D32
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NORTHROP GRUMMAN SPACE & MISSION SY STEMS CORP. Attn: ATTN GOVERNMENT POC 12900 FEDERAL SYSTEMS PARK DRIVE FAIRFAX VA 22033-4421 CODE 0070346496 FACILITY CODE	(x)	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS02F0071S D12PD00174 10B. DATED (SEE ITEM 13) 01/13/2012
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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 _____ copies 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) Net Increase: \$ **(b) (4)**
 See Schedule

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

CHECK ONE	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.
	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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

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

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

Mission Command Training Support Program

Delivery Location Code: 0008718777
 See Attached Schedule
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Brenda Campbell		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Brenda Campbell</i> (Signature of Contracting Officer)	16C. DATE SIGNED 5-18-2012

NAME OF OFFEROR OR CONTRACTOR
 NORTHROP GRUMMAN SPACE & MISSION SYSTEMS CORP.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00010	See Attached Schedule See Attached Schedule CO 80235 US FOB: Destination Period of Performance: 12/31/2011 to 12/30/2012 Change Item 00010 to read as follows (amount shown is the obligated amount): CLIN 0001 Incremental Funding Accounting Info: 01 Account Assignment: K G/L Account: 6100.257E0 Business Area: D000 Commitment Item: 257E00 Cost Center: DS68694100 Functional Area: DWHAQE000.1K0000 Fund: XXXD4523WH Fund Center: DS68694100 Project/WBS: DR.WHTRC.12ITRC01 PR Acct Assign Line: 01 Funded: \$0.00 Add Item 00020 as follows:				0.00
00020	CLIN 0001 INCREMENTAL FUNDING Accounting Info: 01 Account Assignment: Y G/L Account: 6100.257E0 Business Area: D000 Commitment Item: 257E00 Cost Center: DS68694100 Functional Area: DWHAQE000.1K0000 Fund: XXXD4523WH Fund Center: DS68694100 Project/WBS: DR.WHTRC.12RC0101 PR Acct Assign Line: 01 Funded: (b) (4)				(b) (4)

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 B.2 Contract Line Item Detail
SECTION G -- Contract Administrative Data
 G.6 Contracting Funding Status

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SECTION A -- Solicitation/Contract Form

A.1 BLOCK 14 CONTINUATION SHEET FOR MODIFICATION 0001

The purpose of this modification is to incrementally fund CLIN 0001 Base Year,

1. In accordance with FAR 52.232-22, Limitation of Funds, CLIN 0001 Base Year is incrementally funded in the amount of \$(b) (4). CLIN 0001 funding is increased by \$(b) (4) from \$(b) (4) to \$19,702,216.75. Section B.2 is update to reflect this increase.
2. Section G.6, Contracting Funding Status, is updated to show the Base Year obligation of \$19,702,216.75.
3. The obligated amount of the order is increased by \$(b) (4) from \$(b) (4) \$19,702,216.75.
4. The estimated value of the order, including all options, remains unchanged at \$(b) (4).
5. All other terms and conditions remain unchanged.

SECTION B -- Supplies or Services and Prices

B.2 Contract Line Item Detail

SIN# 874-4 GSA Schedule 874

The contractor shall perform the requirements as delineated in the Statement of Work entitled "Army National Guard Mission Command Training Support Program", (See C.1)

The Contractor's Proposal for this Army National Guard effort submitted November 11, 2011 and revised November 16, 2011 entitled "Support to Army National Guard (ARNG) Mission Command Training Support (MCTSP) is hereby incorporated by reference.

CLIN 0001 BASE YEAR

Base Year Labor	\$ (b) (4)	Period of Performance 12/31/2011 through 12/30/2012
Base Travel	\$ (b) (4)	
Base ODC's	\$ (b) (4)	
Total	\$ 27,162,997.00	

Gowen Site Option

Base Labor	\$ (b) (4) (unfunded)	Period of Performance TBD
Base Travel	\$ (b) (4) (unfunded)	
Base ODC's	\$ (b) (4) (unfunded)	
Total	\$ (b) (4)	

Line item 00010 funds CLIN 0001 Base Year Labor, Travel and ODC's in the amount of (b) (4)
 Line item 00020 funds CLIN 0001 Base Year Labor, Travel and ODC's in the amount of (b) (4)

CLIN 0002 OPTION YEAR ONE

Option Year One Labor	\$ (b) (4) (unfunded)	Period of Performance 12/31/2012 through 12/30/2013
Option Year One Travel	\$ (b) (4) (unfunded)	
Option Year One ODC's	\$ (b) (4) (unfunded)	
Total	\$ (b) (4)	

Gowen Site Option

Option Year One Labor	\$ (b) (4) (unfunded)	Period of Performance to TBD
Option Year One Travel	\$ (b) (4) (unfunded)	
Option Year One ODC's	\$ (b) (4) (unfunded)	
Total	\$ (b) (4)	

CLIN 0003 OPTION YEAR TWO

Option Year Two Labor (b) (4) (unfunded) Period of Performance 12/31/2013 through 12/30/2014
Option Year Two Travel (b) (4) (unfunded)
Option Year Two ODC's \$ (b) (4) (unfunded)
Total (b) (4)

Gowen Site Option
Option Year Two Labor (b) (4) (unfunded) Period of Performance TBD
Option Year Two Travel (b) (4) (unfunded)
Option Year Two ODC's \$ (b) (4) (unfunded)
Total (b) (4)

Total Estimated Contract Value is \$ (b) (4) (includes all options)

SECTION G -- Contract Administration Data

G.6 Contracting Funding Status

This order is incrementally funded pursuant to FAR 52.232-22, Limitation of Funds. Of the total estimated price of CLIN 0001, the sum of \$19,702,216.75 is presently available for payment and allotted to this contract. It is anticipated from time to time additional funds will be allotted to this contract until the total estimated price of these items is allotted. It is contemplated that funds presently allotted to this contract will cover the work to be performed until [April 2012], however, the Contractor is not authorized to perform work beyond the point at which the total amount paid and payable by the Government approximates but does not exceed the total amount actually allotted by the Government to the contract."

Funding status is as follows:

	Estimated Contract Value	Obligated	Un-obligated
Base Year	\$ 29,715,960.00	\$19,702,216.75	\$10,013,743.25
Option Year 1	(b) (4)		
Option Year 2	(b) (4)		
Total	(b) (4)	\$19,702,216.75	(b) (4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 08/06/2012	4. REQUISITION/PURCHASE REQ. NO. 0040052904	5. PROJECT NO. (If applicable)
6. ISSUED BY DOI, National Business Center, AQD Division 3/ Branch 2 354 S Hwy 92 Sierra Vista AZ 85635	CODE D32	7. ADMINISTERED BY (If other than Item 6) DOI, Acquisition Services Director Division 3/ Branch 2 Post Office Box 1420 Sierra Vista AZ 85636	CODE D32
8. NAME AND ADDRESS OF CONTRACTOR (No street, county, State and ZIP Code) NORTHROP GRUMMAN SPACE & MISSION SY STEMS CORP. Attn: ATTN GOVERNMENT POC 12900 FEDERAL SYSTEMS PARK DRIVE FAIRFAX VA 22033-4421		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0070346496	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS02F0071S D12PD00174	10B. DATED (SEE ITEM 13) 01/13/2012

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 _____ copies 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)
01

Net Increase: (b) (4)

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

CHECK ONE	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.
	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212.4(c) Contract Terms and Conditions--Commercial Items.
	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.)

Mission Command Training Support Program

Delivery: 12/30/2012
Delivery Location Code: 0008718777
See Attached Schedule
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia Jennings, CFCM: CPCM Contracts Administrator	15B. DATE SIGNED 13 Aug 12	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Brenda Campbell	16B. UNITED STATES OF AMERICA <i>Brenda Campbell</i> (Signature of Contracting Officer)	16C. DATE SIGNED 8-10-2012
15C. CONTRACTOR/OFFEROR <i>Cynthia Jennings</i> (Signature of person authorized to sign)				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 08/06/2012	4. REQUISITION/PURCHASE REQ. NO. 0040052904	5. PROJECT NO. (If applicable)
6. ISSUED BY DOI, National Business Center, AQD Division 3/ Branch 2 354 S Hwy 92 Sierra Vista AZ 85635	CODE D32	7. ADMINISTERED BY (If other than Item 6) DOI, Acquisition Services Directora Division 3/ Branch 2 Post Office Box 1420 Sierra Vista AZ 85636	CODE D32
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NORTHROP GRUMMAN SPACE & MISSION SY STEMS CORP. Attn: ATTN GOVERNMENT POC 12900 FEDERAL SYSTEMS PARK DRIVE FAIRFAX VA 22033-4421		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0070346496	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS02F0071S D12PD00174	10B. DATED (SEE ITEM 13) 01/13/2012

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 _____ copies 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) Net Increase: (b) (4)
01

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

CHECK ONE	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.
	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212.4(c) Contract Terms and Conditions--Commercial Items.
	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.)

Mission Command Training Support Program

Delivery: 12/30/2012
Delivery Location Code: 0008718777
See Attached Schedule
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Brenda Campbell	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Brenda Campbell (Signature of Contracting Officer)	8-10-2012

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS02F0071S/D12PD00174/0002

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NAME OF OFFEROR OR CONTRACTOR
NORTHROP GRUMMAN SPACE & MISSION SY STEMS CORP.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00030	<p>See Attached Schedule See Attached Schedule CO 80235 US</p> <p>Account Assignment: Y G/L Account: 6100.257E0 Business Area: D000 Commitment Item: 257E00 Cost Center: DS68694100 Functional Area: DWHAE000.1K0000 Fund: XXXD4523WH Fund Center: DS68694100 Project/WBS: DR.WHTRC.12ITRC10 PR Acct Assign Line: 01 FOB: Destination Period of Performance: 12/31/2011 to 12/30/2012</p> <p>Add Item 00030 as follows:</p> <p>CLIN 0001 Incremental Funding</p>				<div style="background-color: black; color: red; padding: 5px; display: inline-block;">(b) (4)</div>

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G.6 Incrementally Funded

SECTION H Special Contract Requirements

H.8 Exports/Imports

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SECTION A -- Solicitation/Contract Form

A.1 BLOCK 14 CONTINUATION SHEET FOR MODIFICATION 0002

The purpose of this modification is to incrementally fund CLIN 0001 Base Year, and to add Section H.8 Exports/Imports

1. In accordance with FAR 52.232-22, Limitation of Funds, CLIN 0001 Base Year is incrementally funded in the amount of (b) (4) CLIN 0001 funding is increased by (b) (4) from \$(b) (4) to \$23,777,893.54. Section B.2 is updated to reflect this increase.
2. Section G.6, Contracting Funding Status, is updated to show the Base Year obligation of \$23,777,893.54.
3. The obligated amount of the order is increased by (b) (4) from (b) (4) to \$23,777,893.54.
4. Section H.8 Exports/Imports is added to Section H Special Contract Requirements.
5. The estimated value of the order, including all options, remains unchanged at (b) (4)
6. In consideration of this modification the contractor hereby releases the government from any and all further liability or equitable adjustment attributable to the modification
7. Sections of the contract changed as a result of this modification are included herein and replace previous version of those sections.
8. All other terms and conditions remain unchanged.

SECTION B -- Supplies or Services and Prices

B.2 Contract Line Item Detail

CLIN 0001 BASE YEAR

Base Year Labor	\$ (b) (4)	Period of Performance 12/31/2011 through 12/30/2012
Base Travel	\$ (b) (4)	
Base ODC's	\$ (b) (4)	
Total	\$ 27,162,997.00	

Gowen Site Option

Base Labor	\$ (b) (4)	(unfunded) Period of Performance TBD
Base Travel	\$ (b) (4)	(unfunded)
Base ODC's	\$ (b) (4)	(unfunded)
Total	\$ (b) (4)	

Line item 00010 funds CLIN 0001 Base Year Labor, Travel and ODC's in the amount of (b) (4)
 Line item 00020 funds CLIN 0001 Base Year Labor, Travel and ODC's in the amount of (b) (4)
 Line item 00030 funds CLIN 0001 Base Year Labor, Travel and ODC'S in the amount of (b) (4)

CLIN 0002 OPTION YEAR ONE

Option Year One Labor	\$ (b) (4)	(unfunded) Period of Performance 12/31/2012 through 12/30/2013
Option Year One Travel	\$ (b) (4)	(unfunded)
Option Year One ODC's	\$ (b) (4)	(unfunded)
Total	\$ (b) (4)	

Gowen Site Option

Option Year One Labor	\$ (b) (4)	(unfunded) Period of Performance to TBD
Option Year One Travel	\$ (b) (4)	(unfunded)
Option Year One ODC's	\$ (b) (4)	(unfunded)
Total	\$ (b) (4)	

CLIN 0003 OPTION YEAR TWO

Option Year Two Labor (b) (4) (unfunded) Period of Performance 12/31/2013 through 12/30/2014
Option Year Two Travel (b) (4) (unfunded)
Option Year Two ODC's (b) (4) (unfunded)
Total (b) (4) .00

Gowen Site Option
Option Year Two Labor (b) (4) (unfunded) Period of Performance TBD
Option Year Two Travel (b) (4) (unfunded)
Option Year Two ODC's (b) (4) (unfunded)
Total (b) (4)

Total Estimated Contract Value is \$(b) (4) (includes all options)

SECTION G -- Contract Administration Data

G.6 Contracting Funding Status

This order is incrementally funded pursuant to FAR 52.232-22, Limitation of Funds. Of the total estimated price of CLIN 0001, the sum of \$23,777,893.54 is presently available for payment and allotted to this contract. It is anticipated from time to time additional funds will be allotted to this contract until the total estimated price of these items is allotted. It is contemplated that funds presently allotted to this contract will cover the work to be performed until November 2012, however, the Contractor is not authorized to perform work beyond the point at which the total amount paid and payable by the Government approximates but does not exceed the total amount actually allotted by the Government to the contract.”

Funding status is as follows:

	Estimated Contract Value	Obligated	Un-obligated
Base Year	\$ 29,715,960.00	\$23,777,893.54	\$ 5,938066.46
Option Year 1	\$ (b) (4)	\$ 0.00	\$ (b) (4)
Option Year 2	\$ (b) (4)	\$ 0.00	\$ (b) (4)
Total	\$ (b) (4)	\$19,702,216.75	\$ (b) (4)

SECTION H -- Special Contract Requirements

H.8 Exports/Imports

The Prime Contractor (Contractor) and Subcontractors may be required to travel outside the United States, and will be responsible for temporary imports and exports of defense articles, including technical data (loaded via hard drive, CD, et.) and the performance of defense services in support of the Mission Command Training Support Program (MCTSP) and pursuant to 22 CFR 126.4(a). The Contractor will also be responsible for exporting technical data in the form of manuals, programs of instruction, student and instructor training materials, presentations, training plans, lesson plans. The Contractor will be prepared to perform defense services and temporarily import and export to foreign persons in support of the Mission Command Training Support Program (MCTSP) to representatives of the Ministries of Defense from the following Army National Guard (ARNG) partner countries:

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Albania	Ghana	Nigeria
Armenia	Guatemala	Norway
Azerbaijan	Guyana	Panama
Bahamas	Honduras	Paraguay
Bangladesh	Hungary	Peru
Belize	Indonesia	Philippines
Bolvia	Israel	Poland
Bosnia	Jamaica	Romania
Botswana	Jordan	Senegal
Bulgaria	Kazakhstan	Serbia
Cambodia	Kosovo	Slovakia
Chile	Kyrgyzstan	Slovenia
		South
Costa Rica	Latvia	Africa
Croatia	Lithuania	Suriname
Czech Republic	Macedonia	Tajikistan
Dominican Republic	Moldova	Thailand
		Trinidad-
Ecuador	Mongolia	Tobago
El Salvado	Montenegro	Tunisia
Estonia	Morocco	Ukraine
Georgia	Nicaragua	Uruguay
		Uzbekistan

Under no circumstance will the Contractor perform defense services, export defense articles or import defense articles from representatives of the countries listed in 22 CFR 126.1 at the time of the export/import, unless the Contractor requests and receives authorization from the US Department of State, Directorate of Defense Trade Controls and from the contracting officer. If authorization is received by the Contractor, the Contractor may perform only in strict accordance with any limitations as may be included in the authorization.