

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**1. CONTRACT ID CODE  
UPAGE OF PAGES  
1 22. AMENDMENT/MODIFICATION NO.  
433. EFFECTIVE DATE  
27-May-20154. REQUISITION/PURCHASE REQ. NO.  
See Section G5. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N00164

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

NSWC, CRANE DIVISION  
300 Highway 361 - Building 64  
Crane IN 47522-5001DCMA Manassas  
14501 George Carter Way  
Chantilly VA 20151

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

SCIENCE APPLICATIONS INTERNATIONAL CORP  
1710 SAIC Drive  
McLean VA 22102-3702

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4119-FC13

10B. DATED (SEE ITEM 13)

26-Sep-2007

CAGE CODE  
6XWA8

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)  Janet G. Gilbert, Contract Representative		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  [REDACTED]	
15B. CONTRACTOR/OFFEROR  /s/Janet G. Gilbert (Signature of person authorized to sign)	15C. DATE SIGNED  28-May-2015	16B. UNITED STATES OF AMERICA  BY [REDACTED] (Signature of Contracting Officer)	16C. DATE SIGNED  01-Jun-2015

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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## GENERAL INFORMATION

The purpose of this modification is to **(1) De-Obligate Funding**. Accordingly, said Task Order is modified as follows:

### (1) DE-OBLIGATE FUNDING

Per request of the Contracting Officer's Representative (COR) and Requiring Technical Activities (RTA's), and subsequent concurrence of the Prime Contractor, Informational and Priced SLINs are hereby de-obligated and/or modified, as indicated in Section G.

The total funded amount available for this task order is hereby decreased by **\$13.10** from **\$23,267,531.78** to **\$23,267,518.68**.

This task order is incrementally funded and the amount currently available for payment hereunder is limited to **\$23,267,518.68** inclusive of fee, profit, and all other charges.

The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of **\$23,267,518.68** unless additional funds are made available and are incorporated as a modification to this task order.

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \$23,267,531.78 by \$13.10 to \$23,267,518.68.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
300072	Fund Type - TBD	38,341.57	(13.10)	38,328.47

The total value of the order is hereby increased from \$23,294,535.00 by \$0.00 to \$23,294,535.00.

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	R425	Special Missions Support Services for Weapons Training. Years 1 and 2 of two-year base period and Award Term I. (Fund Type - TBD)					\$8,836,656.00
100001	R425	Incremental funding in the amount of \$203,550 in support of TI-001. (Fund Type - TBD)					
100002	R425	Incremental funding in the amount of \$35,000 in support of TI-002. (Fund Type - TBD)					
100003	R425	Incremental funding in the amount of \$55,000 in support of TI-002. (Fund Type - TBD)					
100004	R425	Incremental funding in the amount of \$161,000 in support of TI-003. (Fund Type - TBD)					
100005	R425	Incremental funding in the amount of \$20,000 in support of TI-001. (Fund Type - TBD)					
100006	R425	Incremental funding in the amount of \$50,000 in support of TI-002. (Fund Type - TBD)					
100007	R425	Incremental funding in the amount of \$18,000 in support of TI-002. (Fund Type - TBD)					
100008	R425	Incremental funding in the amount of \$35,000 in support of TI-001. (Fund Type - TBD)					
100009	R425	Incremental funding in the amount of \$75,000 in support of TI-002. (Fund Type - TBD)					
100010	R425	Incremental funding in the amount of \$15,000 in support of TI-001. (Fund Type - TBD)					
100011	R425	Incremental funding in the amount of \$46,000 in support of TI-001. (Fund Type - TBD)					
100012	R425	Incremental funding in the amount of \$129,000 in support of TI-002. (Fund Type - TBD)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
100013	R425	Incremental funding in the amount of \$40,000 in support of TI-002. (Fund Type - TBD)					
100014	R425	Incremental funding in the amount of \$3,000 in support of TI-001. (Fund Type - TBD)					
100015	R425	Incremental funding in the amount of \$375,000 in support of TI-002. (Fund Type - TBD)					
100016	R425	Incremental funding the amount of \$7,000 in support of TI-001 (Fund Type - TBD)					
100017	R425	Incremental funding in the amount of \$30,000 in support of TI-003. (Fund Type - TBD)					
100018	R425	Incremental funding in the amount of \$40,000 in support of TI-002. (Fund Type - TBD)					
100019	R425	Incremental funding in the amount of \$17,500 in support of TI-001. (Fund Type - TBD)					
100020	R425	Incremental funding in the amount of \$150,000 in support of TI-002. (Fund Type - TBD)					
100021	R425	Incremental funding in the amount of \$30,000 in support of TI-001. (Fund Type - TBD)					
100022	R425	Incremental funding in the amount of \$45,000 in support of TI-001. (Fund Type - TBD)					
100023	R425	Incremental funding in the amount of \$900 in support of TI-001. (Fund Type - TBD)					
100024	R425	Incremental funding in the amount of \$50,000 in support of TI-001. (Fund Type - TBD)					
100025	R425	Incremental funding in the amount of \$70,000 in support of TI-003. (Fund Type - TBD)					
100026	R425	Incremental funding in the amount of \$90,000 in support of TI-001. (Fund Type - TBD)					
100027	R425	Incremental funding in the amount of \$200,000 in support of TI-002. (Fund Type - TBD)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
100028	R425	Incremental funding in the amount of \$60,000 in support of TI-002. (Fund Type - TBD)					
100029	R425	Incremental funding in the amount of \$39,900 in support of TI-003. (Fund Type - TBD)					
100030	R425	Incremental funding in the amount of \$39,200 in support of TI-003. (Fund Type - TBD)					
100031	R425	Incremental funding in the amount of \$132,000 in support of TI-001. (Fund Type - TBD)					
100032	R425	Incremental funding in the amount of \$37,000 in support of TI-001. (Fund Type - TBD)					
100033	R425	Incremental funding in the amount of \$26,000 in support of TI-001. (Fund Type - TBD)					
100034	R425	Incremental funding in the amount of \$25,000 in support of TI-001. (Fund Type - TBD)					
100035	R425	Incremental funding in the amount of \$170,700 in support of TI-002. (Fund Type - TBD)					
100036	R425	Incremental funding in the amount of \$20,000 in support of TI-003. (Fund Type - TBD)					
100037	R425	Incremental funding in the amount of \$100,000 in support of TI-001. (Fund Type - TBD)					
100038	R425	Incremental funding in the amount of \$10,000 in support of TI-003. (Fund Type - TBD)					
100039	R425	Incremental funding in the amount of \$25,000 in support of TI-003. (Fund Type - TBD)					
100040	R425	Incremental funding in the amount of \$40,000 in support of TI-003. (Fund Type - TBD)					
100041	R425	Incremental funding in the amount of \$85,000 in support of TI-001. (Fund Type - TBD)					
100042	R425	Incremental funding in the amount of \$33,000 in support of TI-003. (Fund Type - TBD)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
100043	R425	Incremental funding in the amount of \$40,000 in support of TI-001. (Fund Type - TBD)					
100044	R425	Incremental funding in the amount of \$70,000 in support of TI-002. (Fund Type - TBD)					
100045	R425	Incremental funding in the amount of \$35,000 in support of TI-003. (Fund Type - TBD)					
100046	R425	Incremental funding in the amount of \$6,000 in support of TI-001. (Fund Type - TBD)					
100047	R425	Incremental funding in the amount of \$10,000 in support of TI-001. (Fund Type - TBD)					
100048	R425	Incremental funding in the amount of \$20,000 in support of TI-001. (Fund Type - TBD)					
100049	R425	Incremental funding in the amount of \$18,000 in support of TI-002. (Fund Type - TBD)					
100050	R425	Incremental funding in the amount of \$22,000 in support of TI-002. (Fund Type - TBD)					
100051	R425	Incremental funding in the amount of \$225,000 in support of TI-002. (Fund Type - TBD)					
100052	R425	Incremental funding in the amount of \$85,000 in support of TI-003. (Fund Type - TBD)					
100053	R425	Incremental funding in the amount of \$139,600 in support of TI-002. (Fund Type - TBD)					
100054	R425	Incremental funding in the amount of \$103,796 in support of TI-002. (Fund Type - TBD)					
100055	R425	Incremental funding in the amount of \$50,000 in support of TI-001. (Fund Type - TBD)					
100056	R425	Incremental funding in the amount of \$15,000 in support of TI-001. (Fund Type - TBD)					
100057	R425	Incremental funding in the amount of \$225,000 in support of TI-002. (Fund Type - TBD)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
100058	R425	Incremental funding in the amount of \$10,000 in support of TI-003. (Fund Type - TBD)					
100059	R425	Incremental funding in the amount of \$75,000 in support of TI-001. (Fund Type - TBD)					
100060	R425	Incremental funding in the amount of \$935,000 in support of TI-001. (Fund Type - TBD)					
100061	R425	Incremental funding in the amount of \$70,000 in support of TI-001. (Fund Type - TBD)					
100062	R425	Incremental funding in the amount of \$105,000 in support of TI-001. (Fund Type - TBD)					
100063	R425	Incremental funding in the amount of \$45,000 in support of TI-002. (Fund Type - TBD)					
100064	R425	Incremental funding in the amount of \$10,000 in support of TI-001. (Fund Type - TBD)					
100065	R425	Incremental funding in the amount of \$50,000 in support of TI-001. (Fund Type - TBD)					
100066	R425	Incremental funding in the amount of \$26,000 in support of TI-001. (Fund Type - TBD)					
100067	R425	Incremental funding in the amount of \$7,200 in support of TI-001. (Fund Type - TBD)					
100068	R425	Incremental funding in the amount of \$20,000 in support of TI-003. (Fund Type - TBD)					
100069	R425	Incremental funding in the amount of \$50,000 in support of TI-002. (Fund Type - TBD)					
100070	R425	Incremental funding in the amount of \$35,000 in support of TI-001. (Fund Type - TBD)					
100071	R425	Incremental funding in the amount of \$10,000 in support of TI-001. (Fund Type - TBD)					
100072	R425	Incremental funding in the amount of \$357,000 in support of TI-003. (Fund Type - TBD)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
100073	R425	Incremental funding in the amount of \$135,000 in support of TI-001. (Fund Type - TBD)					
100074	R425	Incremental funding in the amount of \$60,000 in support of TI-001. (Fund Type - TBD)					
100075	R425	Incremental funding in the amount of \$25,000 in support of TI-001. (Fund Type - TBD)					
100076	R425	Incremental funding in the amount of \$400,000 in support of TI-002. (Fund Type - TBD)					
100077	R425	Incremental funding in the amount of \$6,000 in support of TI-101. (Fund Type - TBD)					
100078	R425	Incremental funding in the amount of \$15,000 in support of TI-101. (Fund Type - TBD)					
100079	R425	Incremental funding in the amount of \$190,000 in support of TI-102. (Fund Type - TBD)					
100080	R425	Incremental funding in the amount of \$790,310 in support of TI-102. (Fund Type - TBD)					
100081	R425	Incremental funding in the amount of \$7,000 in support of TI-101. (Fund Type - TBD)					
100082	R425	Incremental funding in the amount of \$95,000 in support of TI-102. (Fund Type - TBD)					
100083	R425	Incremental funding in the amount of \$14,000 in support of TI-102. (Fund Type - TBD)					
100084	R425	Incremental funding in the amount of \$40,000 in support of TI-101. Per Mod 33 SLIN 100084 is deobligated in it's entirety. (Fund Type - TBD)					
100085	R425	Incremental funding in the amount of \$50,000 in support of TI-101. (Fund Type - TBD)					
100086	R425	Incremental funding in the amount of \$140,000 in support of TI-101. (Fund Type - TBD)					
100087	R425	Incremental funding in the amount of \$153,000 in support of TI-102. (Fund Type - TBD)					



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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
100088	R425	Incremental funding in the amount of \$40,000 in support of TI-101. (Fund Type - TBD)					
100089	R425	Incremental funding in the amount of \$40,000 in support of TI-102. (Fund Type - TBD)					
100090	R425	Incremental funding in the amount of \$20,000 in support of TI-101. (Fund Type - TBD)					
100091	R425	Incremental funding in the amount of \$10,000 in support of TI-101. (Fund Type - TBD)					
100092	R425	Incremental funding in the amount of \$50,000 in support of TI-102. (Fund Type - TBD)					
100093	R425	Incremental funding in the amount of \$800,000 in support of TI-102. (Fund Type - TBD)					
100094	R425	Incremental funding in the amount of \$33,000 in support of TI-102. (Fund Type - TBD)					
100095	R425	Incremental funding in the amount of \$25,000 in support of TI-102. (Fund Type - TBD)					
100096	R425	Incremental funding in the amount of \$25,000 in support of TI-101. (Fund Type - TBD)					
100097	R425	Incremental funding in the amount of \$30,000 in support of TI-102. Per MOD 34 deobligated in entirety to \$0.0 (Fund Type - TBD)					
100098	R425	Incremental funding in the amount of \$10,000 in support of TI-101. (Fund Type - TBD)					
1100	R425	Continuation of CLIN 1000. Special Missions Support Services for Weapons Training. Years 1 and 2 of two-year base period and Award Terms I and II. (Fund Type - TBD)	1.0	LO	\$8,759,488.93	\$693,877.07	\$9,453,366.00
110001	R425	Incremental funding in the amount of \$15,000 in support of TI-101. (Fund Type - TBD)					
110002	R425	Incremental funding in the amount of \$30,000 in support of TI-103. (Fund Type - TBD)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
110003	R425	Incremental funding in the amount of \$10,000 in support of TI-103. (Fund Type - TBD)					
110004	R425	Incremental funding in the amount of \$15,000 in support of TI-102. (Fund Type - TBD)					
110005	R425	Incremental funding in the amount of \$20,000 in support of TI-102. (Fund Type - TBD)					
110006	R425	Incremental funding in the amount of \$3,000 in support of TI-101. (Fund Type - TBD)					
110007	R425	Incremental funding in the amount of \$20,000 in support of TI-102. (Fund Type - TBD)					
110008	R425	Incremental funding in the amount of \$5,000 in support of TI-101. (Fund Type - TBD)					
110009	R425	Incremental funding in the amount of \$15,000 in support of TI-101. (Fund Type - TBD)					
110010	R425	Incremental funding in the amount of \$140,000 in support of TI-103. (Fund Type - TBD)					
110011	R425	Incremental funding in the amount of \$30,000 in support of TI-102. (Fund Type - TBD)					
110012	R425	Incremental funding in the amount of \$100,000 in support of TI-102. (Fund Type - TBD)					
110013	R425	Incremental funding in the amount of \$20,000 in support of TI-101. (Fund Type - TBD)					
110014	R425	Incremental funding in the amount of \$50,000 in support of TI-101. (Fund Type - TBD)					
110015	R425	Incremental funding in the amount of \$60,000 in support of TI-103. (Fund Type - TBD)					
110016	R425	Incremental funding in the amount of \$80,000 in support of TI-101. Per Mod 33 SLIN 110016 is deobligated in it's entirety. (Fund Type - TBD)					
110017	R425	Incremental funding in the amount of \$160,000 in support of TI-101. (Fund Type - TBD)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
110018	R425	Incremental funding in the amount of \$20,000 in support of TI-101. (Fund Type - TBD)					
110019	R425	Incremental funding in the amount of \$49,000 in support of TI-101. (Fund Type - TBD)					
110020	R425	Incremental funding in the amount of \$60,000 in support of TI-101. Mod 27 attempted to reobligate this 60,000 for labor, Mod 26 mistakenly put the money on as ODC's, Mod 31 fixes Mod 27 & reobligates under a different requisition # (Fund Type - TBD)					
110021	R425	Incremental funding in the amount of \$40,000 in support of TI-101. (Fund Type - TBD)					
110022	R425	Incremental funding in the amount of \$600,000 in support of TI-102. (Fund Type - TBD)					
110023	R425	Incremental funding in the amount of \$40,000 in support of TI-101. (Fund Type - TBD)					
110024	R425	Incremental funding in the amount of \$12,000 in support of TI-102. (Fund Type - TBD)					
110025	R425	Incremental funding in the amount of \$80,000 in support of TI-101. (Fund Type - TBD)					
110026	R425	Incremental funding in the amount of \$50,000 in support of TI-101. (Fund Type - TBD)					
110027	R425	Incremental funding in the amount of \$80,000 in support of TI-101. (Fund Type - TBD)					
110028	R425	Incremental funding in the amount of \$20,000 in support of TI-101. (Fund Type - TBD)					
110029	R425	Incremental funding in the amount of \$110,000 in support of TI-101. (Fund Type - TBD)					
110030	R425	Incremental funding in the amount of \$490,000 in support of TI-101. (Fund Type - TBD)					
110031	R425	Incremental funding in the amount of \$18,200 in support of TI-101. (Fund Type - TBD)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
110032	R425	Incremental funding in the amount of \$10,000 in support of TI-101. (Fund Type - TBD)					
110033	R425	Incremental funding in the amount of \$10,000 in support of TI-101. (Fund Type - TBD)					
110034	R425	Incremental funding in the amount of \$30,000 in support of TI-102. (Fund Type - TBD)					
110035	R425	Incremental funding in the amount of \$10,000 in support of TI-101. (Fund Type - TBD)					
110036	R425	Incremental funding in the amount of \$1,733,000 in support of TI-101. Deobligated \$2,452.19 on MOD 42, leaving a balance of \$1,730,547.81. (Fund Type - TBD)					
110037	R425	Incremental funding in the amount of \$17,880 in support of TI-102. (Fund Type - TBD)					
110038	R425	Incremental funding in the amount of \$100,000 in support of TI-101. (Fund Type - TBD)					
110039	R425	Incremental funding in the amount of \$10,500 in support of TI-101. (Fund Type - TBD)					
110040	R425	Incremental funding in the amount of \$367,000 in support of TI-101. (Fund Type - TBD)					
110041	R425	Incremental funding in the amount of \$35,000 in support of TI-101. Deobligated \$5.20 on MOD 42, leaving a balance of \$34,994.80. (Fund Type - TBD)					
110042	R425	Incremental funding in the amount of \$20,000 in support of TI-101. (Fund Type - TBD)					
110043	R425	Incremental funding in the amount of \$10,000 in support of TI-101. (Fund Type - TBD)					
110044	R425	Incremental funding in the amount of \$12,000 in support of TI-101. (Fund Type - TBD)					
110045	R425	Incremental funding in the amount of \$240,000 in support of TI-101. (Fund Type - TBD)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
110046	R425	Incremental funding in the amount of \$135,000 in support of TI-101. (Fund Type - TBD)					
110047	R425	Incremental funding in the amount of \$15,000 in support of TI-101. (Fund Type - TBD)					
110048	R425	Incremental funding in the amount of \$38,440 in support of TI-101. (Fund Type - TBD)					
110049	R425	Incremental funding in the amount of \$25,000 in support of TI-102. (O&MN,N)					
110050	R425	Incremental funding in the amount of \$30,000 in support of TI-102. (O&MN,N)					
110051	R425	Incremental funding in the amount of \$50,000 in support of TI-101. (Fund Type - OTHER)					
110052	R425	Incremental funding in the amount of \$8,000 in support of TI-101. (WCF)					
110053	R425	Incremental funding in the amount of \$140,000 in support of TI-102. (Fund Type - OTHER)					
110054	R425	Incremental funding in the amount of \$137,336 in support of TI-102. (O&MN,N)					
110055	R425	Incremental funding in the amount of \$100,000 in support of TI-101. (O&MN,N)					
110056	R425	Incremental funding in the amount of \$20,000 in support of TI-101. (O&MN,N)					
110057	R425	Incremental funding in the amount of \$50,000 in support of TI-101. (O&MN,N)					
110058	R425	Incremental funding in the amount of \$52,000 in support of TI-101. (WPN)					
110059	R425	Incremental funding in the amount of \$6,500 in support of TI-103. (O&MN,N)					
110060	R425	Incremental funding in the amount of \$52,000 in support of TI-103. (WPN)					
110061	R425	Incremental funding in the amount of \$25,000 in support of TI-101. (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
110062	R425	Incremental funding in the amount of \$50,000 in support of TI-002. Deobligated entirely on MOD 37. (Fund Type - OTHER)					
110063	R425	Incremental funding in the amount of \$2,211 in support of TI-001. (Fund Type - OTHER)					
110064	R425	Incremental funding in the amount of \$105,000 in support of TI-003. De-ob on MOD (O&MN,N)					
110065	R425	Incremental funding in the amount of \$80,000 in support of TI-001. (RDT&E)					
110066	R425	Incremental funding in the amount of \$1,621,500 in support of TI-001. (O&MN,N)					
110067	R425	Incremental funding in the amount of \$151,000 in support of TI-001. (RDT&E)					
110068	R425	Incremental funding in the amount of \$40,000 in support of TI-001. (MDA)					
110069	R425	Incremental funding in the amount of \$20,000 in support of TI-001. (MDA)					
110070	R425	Incremental funding in the amount of \$10,000 in support of TI-001. (WCF)					
110071	R425	Incremental funding in the amount of \$609,000 in support of TI-002. (O&MN,N)					
110072	R425	Incremental funding in the amount of \$285,000 in support of TI-001. (O&MN,N)					
110073	R425	Incremental funding in the amount of \$20,000 in support of TI-001. (WCF)					
110074	R425	Incremental funding in the amount of \$15,000 in support of TI-002. (WCF)					
110075	R425	Incremental funding in the amount of \$20,000 in support of TI-002. (WCF)					
110076	R425	Incremental funding in the amount of \$5,000 in support of TI-002. (WCF)					
110077	R425	Incremental funding in the amount of \$50,000 in support of TI-001. (O&MN,N)					
110078	R425	Incremental funding in the amount of \$10,000 in support of TI-001. (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
110079	R425	Incremental funding in the amount of \$20,000 in support of TI-001. (O&MN,N)					
110080	R425	Incremental funding in the amount of \$23,000 in support of TI-001. (O&MN,N)					
110081	R425	Incremental funding in the amount of \$225,000 in support of TI-002. (O&MN,N)					
110082	R425	Incremental funding in the amount of \$20,000 in support of TI-002. (Fund Type - OTHER)					
110083	R425	Incremental funding in the amount of \$40,000 in support of TI-001. (MDA)					
110084	R425	Incremental funding in the amount of \$10,000 in support of TI-001. (Fund Type - OTHER)					
110085	R425	Incremental funding in the amount of \$12,000 in support of TI-001. (Fund Type - OTHER)					
110086	R425	Incremental funding in the amount of \$75,000 in support of TI-001. (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
3000	R425	ODCs in Support of Clin 1000 and Clin 1100 (Fund Type - TBD)	1.0	LO	\$4,430,013.00
300001	R425	Incremental funding in the amount of \$50,000 in support of TI-001 (Fund Type - TBD)			
300002	R425	Incremental funding in the amount of \$15,000 in support of TI-002 (Fund Type - TBD)			
300003	R425	Incremental funding in the amount of \$20,000 in support of TI-002 (Fund Type - TBD)			
300004	R425	Incremental funding in the amount of \$25,000 in support of TI-003 (Fund Type - TBD)			
300005	R425	Incremental funding in the amount of \$4,000 in support of TI-002. (Fund Type - TBD)			
300006	R425	Incremental funding in the amount of \$32,000 in support of TI-002. (Fund Type - TBD)			
300007	R425	Incremental funding in the amount of \$10,000 in support of TI-002. (Fund Type - TBD)			

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
300008	R425	Incremental funding in the amount of \$2,000 in support of TI-001. (Fund Type - TBD)				
300009	R425	Incremental funding in the amount of \$125,000 in support of TI-002. (Fund Type - TBD)				
300010	R425	Incremental funding in the amount of \$3,000 in support of TI-001. (Fund Type - TBD)				
300011	R425	Incremental funding in the amount of \$3,000 in support of TI-003. Deobligated \$117.08 on MOD 42, leaving a balance of \$2,882.92. (Fund Type - TBD)				
300012	R425	Incremental funding in the amount of \$40,000 in support of TI-003. (Fund Type - TBD)				
300013	R425	Incremental funding in the amount of \$50,000 in support of TI-002. (Fund Type - TBD)				
300014	R425	Incremental funding in the amount of \$40,000 in support of TI-001. (Fund Type - TBD)				
300015	R425	Incremental funding in the amount of \$10,000 in support of TI-001. (Fund Type - TBD)				
300016	R425	Incremental funding in the amount of \$50,000 in support of TI-002. (Fund Type - TBD)				
300017	R425	Incremental funding in the amount of \$13,000 in support of TI-002. (Fund Type - TBD)				
300018	R425	Incremental funding in the amount of \$9,300 in support of TI-002. (Fund Type - TBD)				
300019	R425	Incremental funding in the amount of \$9,300 in support of TI-002. (Fund Type - TBD)				
300020	R425	Incremental funding in the amount of \$9,300 in support of TI-002. (Fund Type - TBD)				
300021	R425	Incremental funding in the amount of \$13,000 in support of TI-001. (Fund Type - TBD)				
300022	R425	Incremental funding in the amount of \$3,000 in support of TI-001. (Fund Type - TBD)				
300023	R425	Incremental funding in the amount of \$15,000 in support of TI-001. (Fund Type - TBD)				
300024	R425	Incremental funding in the amount of \$2,000 in support of TI-003. (Fund Type - TBD)				
300025	R425	Incremental funding in the amount of \$10,000 in support of TI-001. (Fund Type - TBD)				
300026	R425	Incremental funding in the amount of \$180,000 in support of TI-002. (Fund Type - TBD)				
300027	R425	Incremental funding in the amount of \$132,000 in support of TI-002. (Fund Type - TBD)				
300028	R425	Incremental funding in the amount of \$25,000 in support of TI-003. (Fund Type - TBD)				



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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
300029	R425	Incremental funding in the amount of \$20,000 in support of TI-001. (Fund Type - TBD)			
300030	R425	Incremental funding in the amount of \$15,000 in support of TI-001. (Fund Type - TBD)			
300031	R425	Incremental funding in the amount of \$65,000 in support of TI-001. Deobligated \$8.33 on MOD 42, leaving a balance of \$64,991.67. (Fund Type - TBD)			
300032	R425	Incremental funding in the amount of \$10,000 in support of TI-001. Deobligated \$314.31 on MOD 42, leaving a balance of \$9,685.69. (Fund Type - TBD)			
300033	R425	Incremental funding in the amount of \$218,000 in support of TI-002. (Fund Type - TBD)			
300034	R425	Incremental funding in the amount of \$80,000 in support of TI-002. (Fund Type - TBD)			
300035	R425	Incremental funding in the amount of \$50,000 in support of TI-001. (Fund Type - TBD)			
300036	R425	Incremental funding in the amount of \$10,000 in support of TI-001. (Fund Type - TBD)			
300037	R425	Incremental funding in the amount of \$40,000 in support of TI-001. (Fund Type - TBD)			
300038	R425	Incremental funding in the amount of \$30,000 in support of TI-002. (Fund Type - TBD)			
300039	R425	Incremental funding in the amount of \$17,000 in support of TI-002. (Fund Type - TBD)			
300040	R425	Incremental funding in the amount of \$15,000 in support of TI-001. (Fund Type - TBD)			
300041	R425	Incremental funding in the amount of \$10,000 in support of TI-001. (Fund Type - TBD)			
300042	R425	Incremental funding in the amount of \$40,000 in support of TI-003. (Fund Type - TBD)			
300043	R425	Incremental funding in the amount of \$50,000 in support of TI-001. (Fund Type - TBD)			
300044	R425	Incremental funding in the amount of \$92,000 in support of TI-002. (Fund Type - TBD)			
300045	R425	Incremental funding in the amount of \$100,000 in support of TI-002. (Fund Type - TBD)			
300046	R425	Incremental funding in the amount of \$45,000 in support of TI-002. (Fund Type - TBD)			
300047	R425	Incremental funding in the amount of \$3,000 in support of TI-101. (Fund Type - TBD)			
300048	R425	Incremental funding in the amount of \$325,000 in support of TI-102. (Fund Type - TBD)			
300049	R425	De-obligated on Mod 24 (Fund Type - TBD)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
300050	R425	Incremental funding in the amount of \$16,000 in support of TI-101. Deobligated \$8,000.00 on MOD 42, leaving a balance of \$8,000.00 (Fund Type - TBD)			
300051	R425	Incremental funding in the amount of \$25,000 in support of TI-102. (Fund Type - TBD)			
300052	R425	Incremental funding in the amount of \$25,000 in support of TI-101. (Fund Type - TBD)			
300053	R425	Incremental funding in the amount of \$7,000 in support of TI-101. (Fund Type - TBD)			
300054	R425	Incremental funding in the amount of \$300,000 in support of TI-102. (Fund Type - TBD)			
300055	R425	Incremental funding in the amount of \$2,000 in support of TI-101. (Fund Type - TBD)			
300056	R425	Incremental funding in the amount of \$12,000 in support of TI-103. (Fund Type - TBD)			
300057	R425	Incremental funding in the amount of \$15,000 in support of TI-102. (Fund Type - TBD)			
300058	R425	Incremental funding in the amount of \$10,000 in support of TI-101. (Fund Type - TBD)			
300059	R425	Incremental funding in the amount of \$15,000 in support of TI-102. (Fund Type - TBD)			
300060	R425	Incremental funding in the amount of \$15,000 in support of TI-103. (Fund Type - TBD)			
300061	R425	Incremental funding in the amount of \$10,000 in support of TI-102. (Fund Type - TBD)			
300062	R425	Incremental funding in the amount of \$4,000 in support of TI-102. (Fund Type - TBD)			
300063	R425	Incremental funding in the amount of \$11,000 in support of TI-102. (Fund Type - TBD)			
300064	R425	Incremental funding in the amount of \$20,000 in support of TI-102. (Fund Type - TBD)			
300065	R425	Incremental funding in the amount of \$81,000 in support of TI-102. (Fund Type - TBD)			
300066	R425	Incremental funding in the amount of \$60,000 in support of TI-101. Per Mod 27 deobligate the 60k which was mistakenly put on Labor but should be ODC. (Fund Type - TBD)			
300067	R425	Incremental funding in the amount of \$10,000 in support of TI-101. (Fund Type - TBD)			
300068	R425	Incremental funding in the amount of \$10,000 in support of TI-101. (Fund Type - TBD)			
300069	R425	Incremental funding in the amount of \$15,000 in support of TI-102. (Fund Type - TBD)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
300070	R425	Incremental funding in the amount of \$10,000 in support of TI-101. (Fund Type - TBD)			
300071	R425	Incremental funding in the amount of \$10,000 in support of TI-101. Per Mod 33 SLIN 300071 is deobligated in it's entirety. (Fund Type - TBD)			
300072	R425	Incremental funding in the amount of \$40,000 in support of TI-101. Deobligated \$1,658.43 on MOD 42, leaving a balance of \$38,341.57. Note: MOD 27 de-obligated \$13.10 from \$38,341.57 to \$38,328.47. (Fund Type - TBD)			
300073	R425	Incremental funding in the amount of \$7,000 in support of TI-102. (Fund Type - TBD)			
300074	R425	Incremental funding in the amount of \$5,000 in support of TI-101. (Fund Type - TBD)			
300075	R425	Incremental funding in the amount of \$10,000 in support of TI-101. (Fund Type - TBD)			
300076	R425	Incremental funding in the amount of \$125,000 in support of TI-102. (Fund Type - TBD)			
300077	R425	Incremental funding in the amount of \$20,000 in support of TI-101. (Fund Type - TBD)			
300078	R425	Incremental funding in the amount of \$20,000 in support of TI-101. (Fund Type - TBD)			
300079	R425	Incremental funding in the amount of \$190,000 in support of TI-101. (Fund Type - TBD)			
300080	R425	Incremental funding in the amount of \$23,000 in support of TI-101. (Fund Type - TBD)			
300081	R425	Incremental funding in the amount of \$4,100 in support of TI-101. (Fund Type - TBD)			
300082	R425	Incremental funding in the amount of \$20,000 in support of TI-102. (Fund Type - TBD)			
300083	R425	Incremental funding in the amount of \$35,000 in support of TI-102. (Fund Type - TBD)			
300084	R425	Incremental funding in the amount of \$15,000 in support of TI-101. (Fund Type - TBD)			
300085	R425	Incremental funding in the amount of \$10,000 in support of TI-102. (Fund Type - TBD)			
300086	R425	Incremental funding in the amount of \$112,000 in support of TI-101. (Fund Type - TBD)			
300087	R425	Incremental funding in the amount of \$60,000 in support of TI-101. Deobligated \$635.71 on MOD 42, leaving a balance of \$59,364.29. (Fund Type - TBD)			
300088	R425	Incremental funding in the amount of \$5,000 in support of TI-101. (Fund Type - TBD)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
300089	R425	Incremental funding in the amount of \$10,000 in support of TI-101. (Fund Type - TBD)			
300090	R425	Incremental funding in the amount of \$20,000 in support of TI-102. (O&MN,N)			
300091	R425	Incremental funding in the amount of \$50,000 in support of TI-102. (O&MN,N)			
300092	R425	Incremental funding in the amount of \$41,000 in support of TI-102. (Fund Type - OTHER)			
300093	R425	Incremental funding in the amount of \$13,000 in support of TI-101. (WCF)			
300094	R425	Incremental funding in the amount of \$10,000 in support of TI-101. (O&MN,N)			
300095	R425	Incremental funding in the amount of \$5,000 in support of TI-101. (WPN)			
300096	R425	Incremental funding in the amount of \$3,500 in support of TI-103. (O&MN,N)			
300097	R425	Incremental funding in the amount of \$40,000 in support of TI-103. (O&MN,N)			
300098	R425	Incremental funding in the amount of \$75,648 in support of TI-002. Deobligated \$891.36 on MOD 42, leaving a balance of \$74,756.64. (O&MN,N)			
300099	R425	Incremental funding in the amount of \$55,000 in support of TI-003. (O&MN,N)			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R425	Special Missions Support Services for Weapons Training Labor. Award Term I (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$0.00
4100	R425	Special Missions Support Services for Weapons Training. Award Term II (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$0.00
4200	R425	Special Missions Support Services for Weapons Training. Award Term III (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$0.00
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R425	ODCs in support of CLIN 4000 (Fund Type - TBD)	1.0	LO	\$574,500.00
600001	R425	Incremental funding in the amount of \$60,000 in support of TI-001. (O&MN,N)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
600002	R425	Incremental funding in the amount of \$48,000 in support of TI-001. (RDT&E)			
600003	R425	Incremental funding in the amount of \$10,000 in support of TI-001. (MDA)			
600004	R425	Incremental funding in the amount of \$55,000 in support of TI-002. (MDA)			
600005	R425	Incremental funding in the amount of \$110,000 in support of TI-002. (O&MN,N)			
600006	R425	Incremental funding in the amount of \$25,000 in support of TI-001. Deobligated \$2,112.55 on MOD 42, leaving a balance of \$22,887.45. (O&MN,N)			
600007	R425	Incremental funding in the amount of \$5,000 in support of TI-001. (WCF)			
600008	R425	Incremental funding in the amount of \$91,000 in support of TI-002. (O&MN,N)			
600009	R425	Incremental funding in the amount of \$15,000 in support of TI-002. (Fund Type - OTHER)			
600010	R425	Incremental funding in the amount of \$150,000 in support of TI-002. Deobligated \$10,009.06 on MOD 42, leaving a balance of \$139,990.94. (O&MN,N)			
600011	R425	Incremental funding in the amount of \$5,500 in support of TI-003. (O&MN,N)			
6100	R425	ODCs in support of CLIN 4100 (Fund Type - TBD)	1.0	LO	\$0.00

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## **1.0 SCOPE.**

This Performance Work Statement (PWS) sets forth the requirements for work efforts and products in support of Weapons Training and providing Total Package Fielding (TPF) support programs managed by the Small Arms Weapons Branch, Code 408, Naval Surface Warfare Center, Crane Division (NSWC-C). Level of effort tasking will provide a wide range of technical support for the development of U.S. Navy and Special Warfare/Special Operating Forces (SOF) project specific documentation and classroom training equipment maintenance. This will include report generation, logistic documentation, training plan update, training curriculum/documentation, technical manual updates, maintenance documentation update, development of presentation material and newsletters, system maintenance/troubleshooting and software updates for classroom training equipment. Development of small arms computer based training media for use in an E-Learning environment. Tasking will also require a 16-18 man Special Operations Forces Fielding and Training Team (SOF FTT) for coordinating and executing the fielding and New Equipment Training (NET) of SOF procured equipment, as well as refresher training and new equipment modifications on a continuous basis to maintain SOF firepower on the cutting edge of technology. The SOF FTT will also provide support for new logistics training, inspections, and other logistics actions required to fully install new systems in combat units, to inspect old systems, and to ensure turn-in of obsolete, worn, or damaged systems. The FTT tasking will be world wide and require travel on a continuing basis.

**1.1 Background.** The Small Arms Weapons Branch, Training Team in Code 4081, NSWC-Crane is responsible for the following training and technical documents as well as management of the SOF FTT:

- \*Technical Document Management and Life Cycle Maintenance
- \*Technical documentation and associated updates
- \*Operator's Manual
- \*Maintenance Manual
- \*Technical Repair Standards
- \*Illustrated Parts Breakdown
- \*Allowance Parts List/Allowance Equipment List updating and revision
- \*Planned Maintenance System (PMS)/Maintenance Review Cards (MRC) updating and revision
- \*Depot Maintenance Work Requirements (DMWRs)
- \*Intermediate Maintenance Work Requirements (IMWRs)
- \*Training
- \*Instructor-Led Training (ILT) (classroom-based)
- \*Training Plans including development of new plans and updates
- \*Lesson Plans including development of new plans and updates
- \*On-demand training (responsive to immediate requirements) (ODT)
- \*E-learning opportunities (CBT)



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- \*Field Weapons Training Team (FTT)
- \*Operational Sustainment Training
- \*New Equipment Training (NET)
- \*On Demand Training (ODT)
- \*Maintenance Weapons Training Team (MTT)
- \*Maintenance Sustainment Training
- \*New Equipment Training (NET)
- \*On Demand Training (ODT)

#### SOF FIELD TRAINING TEAM (FTT)

Primary function of the SOF FTT is to provide TPF for all Joint SOF Small Arms and Aiming systems equipment provided by PMO's that fall under the Program Executive Officer for SOF Warrior (PEO-SW). The SOF FTT effort is a 16-18 man team that contains articulate and effective training specialists, preferably former combatant Special Operations Forces (SOF) Operators, who can interact with technicians, logisticians, high-level officials, and SOF Operators to develop, coordinate, deliver, and monitor NET and logistics requirements associated with the introduction of new equipment and turn-in of obsolete or broken equipment.

#### 1.2 APPLICABLE PARAGRAPHS

- 3.2 Engineering, System Engineering and Process Engineering Support
- 3.5 System Design Documentation and Technical Data Support
- 3.6 Software Engineering, Development, Programming and Network Support
- 3.12 Information System (IS) Development, Information Assurance (IA) and Information Technology (IT) Support
- 3.16 Acquisition Logistics Support
- 3.18 Training Support
- 3.20 Program Support
- 3.21 Administrative Support

1.3 QUALITY ASSURANCE. The Government will monitor the Contractor's contract work performance under this PWS by requiring monthly progress reports conducting on-site inspections and inspecting contract deliverables for compliance to Task Order (TO)/Task Order Modification (TO Mod) and/or Technical Instruction (TI) requirements.

1.4 ON-SITE CONTRACTOR REQUIREMENTS. The Contractor shall abide by applicable Government regulations and instructions while on Government facilities. The following requirements shall be applicable to Contractor personnel performing work at Government facilities.

1.4.1 Record of Accident/Incidents. The appointed safety and health manager for the Contractor shall maintain an accurate record of accident/incidents and shall immediately report to the program manager. Any bodily injury, death or damage to Government property resulting from the activities of the contractor, his agents and/or employees IAW NSWCCRANE INSTRUCTION 11240.1 or most recent instruction and NAVFAC P300. Appropriate forms shall be prepared for each reportable accident IAW NSWCCRANE INSTRUCTION 11240.1 or most recent instruction and NAVFAC P300 and applicable supplements.

1.4.1.1 Accident Reporting. The Contractor shall maintain an accurate record of and shall report all accidents to the Security Division of the base the accident occurred on and the PMO as prescribed by OPNAVINST 5102.1.

1.4.1.2 Damage Reporting. The Contractor shall maintain an accurate record of and shall report to the PMO all damages to Government Furnished Equipment and Facilities as prescribed by OPNAVINST 5102.1 and NSWC INST 3121.1.

1.4.1.3 Smoking Regulations. Smoking on Crane Division, NSWC premises shall be in approved areas only in accordance with NAVFAC P-1021 and NSWC Crane Division policy. Smoking in vehicles is prohibited.

1.4.1.4 Conservation of Utilities. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall adhere to operating requirements set forth in NSACRANEINST 11300.1 while on government installations.

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**1.5 CONTRACTOR PERSONNEL REQUIREMENTS.** Contractor personnel requirements as specified in this contract are delineated by labor classification and location. Personnel requirements at the various locations may fluctuate depending upon the requirements of the tasks assigned by TO Mod and/or TI.

**1.5.1 Program Management.** The Contractor shall provide plans for Program Management, Contract Management and Operational Management of all assigned tasks. In addition, the Contractor shall develop, implement and maintain a standardized method of tracking and reporting technical and financial information concerning the progress and status of each TO Mod and/or TI issued under this TO. As a minimum the following elements shall be addressed in the Contractor's reports:

- a. Description of the progress made against milestones on current TO and/or TO Mod.
- b. Problem areas affecting technical or scheduling elements with background and any recommendation for solutions.
- c. Results, positive or negative, obtained relating to previously identified problem areas with conclusions and recommendations for resolution and future avoidance.
- d. Costs expended to date and projection to increase costs; cost overruns and/or decrease in projected costs. Cost reports will be provided for each TI.

**1.5.2 Other Personnel Requirements.** The Contractor shall furnish all qualified personnel at the Contractor's liaison facility, Contractor's satellite office, Government facilities, and other locations to accomplish the work requirements specified in the PWS. Specific Contractor personnel requirements for each of the various locations may fluctuate depending upon the tasks assigned by individual TO Mod, TI and/or Travel Authorization (TA).

**1.5.3 Control of Contractor Personnel.** The Contractor shall comply with Crane Division security regulations NSACRANEINST 5510.1. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the Crane Division Security Department. Assignment, transfer and reassignment of Contractor personnel shall be at the discretion of the Contractor and in accordance with the requirements of the TO. However, when the Government directs, the Contractor shall remove from contract performance any person who endangers life, property or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct prior to the TO start date. The Contractor shall furnish the Contracting Officer with a list of Contractor employees who will be located at the liaison facility. The employee list shall contain full names, security clearance levels, social security numbers, and job titles. This list shall be initially provided and updated within forty-eight hours after changes occur.

**1.5.3.1 Identification Badges.** Contractor identification badges shall be issued by the Government to Contractor personnel to be located at the liaison facility and/or working on site at NSWC Crane as directed by TO Mod and/or TI. The identification badge shall be visible at all times while employees are on Crane Division property. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall confirm to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to the Contractor personnel are returned to the Crane Division Security Department within forty-eight hours following the completion of the contract, relocation or termination of an employee issued an identification badge, or upon request by the Contracting Officer.

**1.5.3.2 Investigations.** Contractor personnel located on Government facilities shall cooperate with Government investigative agencies conducting criminal or administrative investigations.

**1.5.3.3 Government Observations.** Government personnel, such as Inspector General or higher headquarters staff, are authorized to observe Contractor operations. However, these personnel may not interfere with Contractor performance.

**1.5.3.4 Security.** The Contractor shall educate and brief Contractor employees concerning the handling and production of classified material and documents, and other security measures as described in the PWS and in DoD 5220.22-M, OPNAVINST 5239.2, and NSACRANEINST 5510.1.

**1.5.3.5 Disclosure of Information.** Contractor employees shall not discuss or disclose any information provided them in the work they process to parties other than the originator of the document, Contractor employees also assigned to perform work on the TO, TO Mod and/or TI or authorized Government investigative personnel. For

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those individuals working with proprietary information, the Contractor shall provide one (1) copy of the employee-signed Non-Disclosure Agreement/Statement to the KO prior to performing work on this TO. The KO will retain one copy for the TO file.

1.5.3.6 Security Clearances. The Contractor shall conform to the provisions of DoD 5220.22-M and shall provide for obtaining SECRET security clearances for Contractor employees requiring access to classified information and/or entry to controlled areas. Only those persons who have a “need-to-know” shall be given application for security clearances. The Contractor shall provide security clearances to NSWC Crane on all employees requiring access to classified information.

1.6 PHYSICAL SECURITY. The Contractor shall be responsible for safeguarding all Government property provided for contractor use in accordance with DoDD5220.22M, NSWC CRANE INST 5510.1 and NSACRANEINST 5530.15. At the close of each workday, Government equipment and materials shall be secured.

1.7 AUTOMATIC DATA PROCESSING (ADP) MEDIA SECURITY LABELS. All ADP media shall be affixed with the following applicable Standard Form (SF) labels pertaining to national security information: SECRET Label (SF 707), CONFIDENTIAL Label (SF 708), CLASSIFIED Label (SF 709), UNCLASSIFIED Label (SF 710), or DATA DESCRIPTOR Label (SF 711).

These non-removable security classification and control labels shall be affixed in a manner that will not adversely affect the operation of the medium or the equipment on which they are used. They shall be placed on the upper left corner of floppy disks or on cases of compact disks so they are conspicuous when inserted into sleeves and disk boxes. The labels shall also be utilized to mark containers used for storage of all kinds of ADP media, including hard disks that contain information.

1.8 HOURS OF OPERATION. The following hours of operation shall apply to the Contractor’s on-site personnel.

1.8.1 Work Hours. The Contractor’s hours of operation will be eight and one-half hours after the start time, Monday through Friday. The Contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work required by the TO/TO Mod and/or TI.

1.8.1.1 Flextime. The Contractor will be permitted to utilize a Flextime schedule for their employees working on Crane Division efforts. A Flextime schedule allows a starting time between the hours of 0630 and 0800, with a quitting time eight and one-half hours after the clock-in time (1500 to 1630). The Contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the Flextime schedule may exist and the TOM will notify the Contractor of any permanent or temporary exceptions.

1.8.1.2 Compressed Work Schedule. The Contractor shall be permitted to utilize a compressed work schedule for their employees working on NSWC Crane efforts. A compressed work schedule allows a starting time between the hours of 0630 and 0800 for eight of the ten workdays (nine hours per day), and between 0630 and 0800 for one of the ten workdays (eight-hour day), with a stopping time between the hours of 1500 and 1730. The Contractor’s full-time employees shall adhere to the same number of hours each day for eight of the ten workdays (nine hours per day) during a biweekly pay period and for one eight-hour day during the same biweekly pay period. The Contractor’s full-time employee is required to work 80 hours in a biweekly pay period and this work must be scheduled for fewer than 10 days in a biweekly pay period. In some cases, a contractor employee may be required to remain on a non-compressed work schedule or to adjust contractor employee work hours (arrival and departure time) to accommodate the needs of the organization that they support. The Contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the compressed schedule may exist and the TOM will notify the Contractor of any permanent or temporary exceptions.

1.8.2 Closed Days. All closed days will be designated by the Commander, NSWC Crane Division. Closed days will be associated with holidays, National Security and/or inclement weather/dangerous conditions. The Contractor will not be allowed to work on NSWC, Crane during designated closed days.

1.8.2.1 Inclement Weather/Dangerous Conditions. When NSWC Crane Division is closed by the Commander due to inclement weather conditions and/or dangerous conditions (NAVWPNSUPCENINST 11210.1), notification of the closing will be broadcast over local radio and television stations.

1.8.2.2 Holidays. A list of Crane Division observed holidays and/or closed days in conjunction with the holidays will be published at the beginning of each calendar year. Contractor employees will not be allowed to work on

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Crane Division, Crane IN on a holiday and/or closed day unless they are deemed to be essential personnel.

1.9 TRAVEL REQUIREMENTS. The Contractor will be required to travel throughout the continental United States (CONUS) and to locations outside the continental United States OCONUS.

1.9.1 Travel Authorization. Any travel undertaken by the Contractor for performance of TO Mod, TI and/or TA must have prior authorization by the TOM or KO (as stated in each TO Mod or TI and/or TA).

1.9.2 OCONUS/High Risk Areas. The Contractor may be required to travel to locations outside of CONUS and/or in high risk areas. The Contractor shall possess current passports, visas and identification badges, as required. The Contractor shall possess the necessary immunizations and hazardous duty insurance for work and travel to designated high risk areas.

1.9.3 Need-to-Know Certification. When required to obtain access to a Government facility, ship, aircraft or other duty station, the Contractor shall initiate requests for need-to-know certification and submit these request to/through the TPOC for appropriate action.

1.9.4 Boarding Authorization. The TPOC shall provide boarding authorization to Contractor personnel required to perform work on any United States Navy vessel or aircraft, from the Commanding Officer prior to entering the ship or aircraft.

1.9.5 Compliance with Laws and Regulations (July 2008).

The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives. Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country. (End)

1.9.6 Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports (July 2008)

All contractors ("contractors" herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Contractors are also required to comply with the following provisions:

- 1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- 2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.
- 3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- 4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

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5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.

6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements. Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports. The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.  
(End)

#### 1.9.7 Reporting a Kidnapping (Dec 2007)

**To Report a Kidnapping** Contract manager will notify the JCCI/A Duty Officer at phone number 914-822- 1419 when an employee kidnapping occurs:

#### **Report the following information:**

Name of person reporting: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

· **Who** was kidnapped?

o Name

o Age

o Nationality and country of residence

· **When** did the incident occur?

· **Where** did it happen?

· **How** was the person kidnapped?

(End)

#### 1.9.8 Armed Personnel – Incident Reports (Jul 08):

All Contractors and subcontractors in the Multi-National Forces-Iraq (MNF-I)/Combined Joint Task Force (Afghanistan) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I/CJTF forces are familiar with and comply with all applicable orders, directives, and instructions issued by the MNF-I/CJTF Commander relating to force protection and safety.

**For IRAQ: Contractors shall provide an initial report of all weapons firing incidents to the Reconstruction Operations Center (ROC) as soon as practical based upon the situation and shall submit a written report to a ROC within 48 hours.** The initial report will include the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. A follow-up, comprehensive written report of events surrounding the firing of weapons will be provided to the ROC within 96 hours. Reports shall be submitted to the ROC, Operations Section (or as otherwise directed): [roc.ops@aegisiraq.com](mailto:roc.ops@aegisiraq.com), DSN 318-239-4301, VOIP 703-544-1370, MCI 914-822-5302, IRENA 07902-7762300, Thurman 8821621157354, and IMMersed 870764061257.

**For AFGHANISTAN:** Report all incidents and use of weapons through your military chain of command, who will notify the JOC Watch at Bagram AF. (JOC SHIFT DIRECTOR, DSN: 318-431-4116; SVOIP: 431-7108)

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Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The JOC Watch duty officer will issue guidance for further reporting requirements.

Contractors will also provide first aid and request MEDEVAC of injured persons, and remain available for Coalition response forces based upon the situation. In the event contractor personnel are detained by US or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the Contractors name, the contract number, a POC in the Contractor management, and the phone number of the ROC/JOC Watch.

(End)

#### 1.9.9 Fitness for Duty and Limits on Medical / Dental Care in Iraq and Afghanistan (Jul 08):

(1) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(2) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, CENTAF, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq$  40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(3) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for **emergency** medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(4) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(5) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated January 4, 2007, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

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(a) Inpatient daily rate: \$1,918.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

(b) Outpatient visit rate: \$184.00. This includes diagnostic imaging, laboratory/pathology, and pharmacy provided at the medical facility.

(End)

#### 1.9.10 Quarterly Contractor Census Reporting (Jul 08).

The prime contractor will report upon contract award and then quarterly thereafter, not later than 1 January, 1 April, 1 July and 1 October, to [JCCLJ2J5J7@pco-iraq.net](mailto:JCCLJ2J5J7@pco-iraq.net) for Iraq and to [BGRMPARC-A@swa.army.mil](mailto:BGRMPARC-A@swa.army.mil) for Afghanistan the following information for the prime contract and all subcontracts under this contract:

(1) The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;

(2) The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;

(3) The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;

(4) The company names and contact information of its subcontractors at all tiers; and

(5) The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 (MAR 2008) or DFAR DOD class deviation 2007-00010.

(End)

#### 1.9.11 Arming Requirements and Procedures for Private Security Company (PSC) Contracts, Personal Security Detachment (PSD) Contracts, and for Requests for Personal Protection in Iraq and Afghanistan (July 2008)

**General.** Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including US CENTCOM, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

(1) DODI 3020.41, *Contractor Personnel Authorized to Accompany the US Armed Forces*;

(2) DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*; (MAR 2008)

(3) Class Deviation 2007-00010, *Contractor Personnel in the United States Central Command Area of Responsibility*

(4) CPA Order #17, *Registration Requirements for Private Security Companies*, dated 27 Jun 04;

(5) US CENTCOM Policy Letter, Mod 1, *Personal Protection and Contract Security Service Arming*, dated 7 Nov 2006

**b. Required Government Documentation.** The unit requesting the contractor security shall provide a description of the following to the arming approval authority and to the contracting officer:

(1) The specific location where the PSC will operate;

(2) The persons and/or property that require protection;

(3) The anticipated threat;

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(4) The required weapon types; and

(5) The reason current security/police forces are inadequate.

**c. *Required Contractor Documentation.*** Contractors and their subcontractors at all tiers that require arming approval shall provide the following to the contracting officer representative (COR):

(1) Documentation that each employee who will be armed under the contract received the following training—

(A) Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by any DoD or other U.S. government agency

(B) Law of Armed Conflict (LOAC);

(C) Rules for the Use of Force (RUF), as defined in the US CENTCOM Policy, dated 23 December 2005; and

(D) Distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.

(2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.

(3) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior;

(4) One (1) copy of an operating license (or a temporary operating license) from the Ministry of Interior;

(5) A communications plan that, at a minimum, sets forth the following:

(A) The contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed;

(B) How relevant threat information will be shared between contractor security personnel and U.S. military forces; and

(C) How the contractor will coordinate transportation with appropriate military authorities.

(6) An acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):

(A) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin US Embassy Information Request, CIA records, and/or any other records available;

(B) Verify with MNC-I or Afghanistan RCE – CG Provost Marshal that no employee has been barred by any commander within Iraq or Afghanistan; and

(C) Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.

**d. *Required Contractor Acknowledgements.*** Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR:

(1) Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

(2) Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.



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(3) Lapses in Training. Failure to successfully retrain an employee who is armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the contractor and will remain unarmed until such time as they are retrained and the COR determines that the retraining is sufficient.

e. **Authorized Weapon & Ammunition Types.** Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

- (1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).
- (2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
- (3) US government Ball ammunition is the standard approved ammunition.

f. **Requirements for Individual Weapons Possession.** All employees of the contractor and its subcontractors at all tiers who are armed under this contract must:

- (1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);
- (2) Carry weapons only when on duty or at a specific post;
- (3) Not conceal any weapons, unless specifically authorized;
- (4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and
- (5) IAW USCENTCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or and exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.

g. **Weapons/Equipment Restrictions and Responsibilities.** Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

h. **Rules for the Use of Force (RUF).** In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

- (1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense;
- (2) Failing to cooperate with Coalition and Host Nation forces;
- (3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;
- (4) Failing to use a graduated force approach;
- (5) Failing to treat the local civilians with humanity or respect; and
- (6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

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i. **Retention and Review of Records.** The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

j. **Contractor Vehicles.** Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble US/Coalition or host nation military and police force vehicles.

k. **Quarterly Reporting.** The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:

- (1) The total number of armed civilians and contractors;
- (2) The names and contact information of its subcontractors at all tiers; and

A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

(End)

#### 1.9.12 Support - Contractor Security

IAW PGI 225.7402-3 Government support will be delineated within the Letter of Authorization (LOA) provided to the contractor in support of this effort.

#### 1.9.13 Support - Personnel

IAW PGI 225.7402-3 Government support will be delineated within the Letter of Authorization (LOA) provided to the contractor in support of this effort.

#### 1.9.14 Processing and Departure Points

All personnel (including contractors) need to report to Ft. Benning, GA for deployment processing. Contractors must make an appointment for processing by visiting the CONUS Replacement Center (CRC) website at <https://www.benning.army.mil/CRC/>. Click on the "Reservations for CRC" link at the top-right portion of the page. Complete and submit the Excel spreadsheet no later than 1 Month prior to deployment in order to ensure completion of all deployment requirements.

**1.10 SOFTWARE COMPATIBILITY.** Data processing equipment, operating system software, and applications software packages used in the performance of this contract and/or produced as a result of this contract, will be compatible with the applications software used at NSWC, Crane. As such the software shall be operable utilizing the Windows 2000 operating system (or latest NMCI Gold Disk) and compatible with those application software packages included on the Navy Marine Corps Internet (NMCI) Contract "Gold Disc" as applicable, unless otherwise specified in the Task Order. Such equipment and software shall be compatible with the Intel-based personnel computer (PC) systems architecture unless contract requirements dictate otherwise. Compatibility with the latest version of the following application software packages is required:

- Adobe Acrobat Reader
- Microsoft Word 2003
- Microsoft Excel 2003
- Microsoft PowerPoint 2003
- Microsoft Access 2003
- Microsoft Outlook 2003
- Microsoft Project 2003
- Microsoft VISO 2003
- Outstart Evolution

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The extent of compatibility with Government; compatibility requirements will be specified in each TO Mod and/or TI. Compatibility with the following listing of Government owned Computer Aided Design (CAD) equipment and software is required:

- AutoCAD
- Solid Edge
- Pro E

1.11 INFORMATION NON-DISCLOSURE. The Contractor shall not disclose any information provided or developed under this contract outside the Government without prior approval from the PM/TPOC.

1.11.1 Non Disclosure Statement. The Contractor shall provide (1) copy of the employee-signed Non Disclosure Statement to the TPOC to retain in the task order file prior to performing any work on this task order.

1.12 GOVERNMENT VEHICLES. Since only Government vehicles are authorized in restricted areas on base and on Government test ranges, occasionally the Contractor may be required to drive Government owned vehicles both on-site at NSWC, Crane Division and off-site at various Government Test Ranges in performance of their duties. Also, the Contractor may be required to use Government owned material handling equipment to load and unload these vehicles. The following instructions apply. If required by the TO/TO Mod and/or TI approved on a case-by-case basis, the Contractor will be allowed or approved to use a Government Vehicle to transport documentation, media, material, etc. in accordance with the parameters of the contractor position. Government provided vehicles shall be used solely for the purposes as described in this PWS. All drivers must present proof of valid operator driver's license prior to operating a Government Vehicle. The following instructions apply. The Contractor shall operate motor vehicles in accordance with NSACRANE INST 11240.1 or most recent instruction and NAVFAC P300. All contractor personnel operating Government vehicles, to include materials handling equipment, shall be licensed in IAW provisions set forth in NSACRANE INST 11240.1 or most recent instruction, except a valid state drivers license shall be accepted as proper authority for operation of commercial/administrative (non-tactical) vehicles up to an including 10,000 pounds gross vehicle weight upon completion of training courses as called out in NSACRANE INST 11240.1 or most current instruction. The Contractor shall ensure contractor personnel have in their possession a valid US Government Motor Vehicle Operator's Identification Card (SF 46) or valid state driver's license, as applicable, when operating vehicles and equipment. Employees possessing a valid Government license need not be re-licensed. The Contractor shall report any accidents involving motor vehicles or any other equipment IAW NSACRANE INST 11240.1 or most recent instruction and NAVFAC P300.

1.12.1 Operating Government Vehicles Off-Site. Any travel requiring Contractor personnel to drive Government Owned Vehicles (GOV) off-site must have prior authorization by the PMO/TPOC. A TA or Technical Direction Letter (TDL) will be issued by the PMO and signed by the TOM/PCO.

1.13 GOVERNMENT FURNISHED ITEMS. The following government furnished items will be provided to the Contractor as a means to accomplish the requirements of the tasks described in this PWS.

1.13.1 Government Furnished Information. The Contractor will be provided project source documentation in sufficient time to allow completion of assigned tasking.

1.13.2 Government Furnished Property. The Contractor shall be authorized access to NSWC Crane NMCI owned IT equipment/Government owned equipment necessary to perform tasks stated in Section 3.0 of this PWS. This shall include but not be limited to a personal computer, printer, appropriate software, telecopy, xerographic equipment, desk and use of telephone with long distance/voice mail capability for official business as required. The Government will be responsible for NMCI access costs.

1.13.3 Government Furnished Facilities. The Contractor shall be authorized access to NSWC Crane, Building 2521 and the Outdoor Firing Range during normal working hours Monday through Friday. Access outside normal working hours must be requested in writing at least three days in advance to the PM or TPOC.

1.14 ACRONYMS The following is a list of acronyms used in this Statement of Work.

ADP	Automatic Data Processing
CDRL	Contract Data Requirements List
CONUS	Continental United States
DID	Data Item Description

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DoD	Department of Defense
GFE	Government Furnished Equipment
GFF	Government Furnished Facilities
GFI	Government Furnished Information
GFM	Government Furnished Material
GFP	Government Furnished Property
GOV	Government Owned Vehicle
GTA	Government Training Aid
IAW	In Accordance With
ILE	Integrated Learning Environment
ILS	Integrated Logistics Support
MDNS	Mini Day Night Sight
MOD	Modification
NMCI	Navy Marine Corps Internet
NSWC-C	Naval Surface Warfare Center- Crane
OCONUS	Outside the Continental United States
ODC	Other Direct Cost
OSHA	Occupational Safety and Health Administration
PARM	Participating Acquisition Resource Manager
PWS	Performance Work Statement
PBO	Property Book Officer
PC	Personal Computer
PCO	Procurement/Primary Contracting Officer
PM	Program Manager
PMO	Program Manager Offices
POP	Period of Performance
PPE	Personal Protective Equipment
SCORM	Searchable Content Object Reuse Model
SOF	Special Operations Forces
SOPMOD	Special Operations Peculiar Modification to the M4 Carbine
PWS	Statement of Work
TDL	Technical Direction Letter
TPOC	Technical Point of Contact
TO	Task Order
TOM	Task Order Manager
USSOCOM	United States Special Operations Command
WSC	Weapons Shot Counter

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## **2.0 APPLICABLE DOCUMENTATION.**

The following documents of the exact issue listed below form a part of this PWS to the extent specified herein. In the event of conflict between the documents referenced herein and the contents of the PWS, the contents of the PWS shall prevail.

The Contractor shall recognize DoD's intent to utilize industry and/or commercial standards where possible. During the period of performance of this contract the DoD documents noted may be replaced by industry standards. Subsequently, the Contractor shall recommend for government approval, utilization of those industry/commercial standards where possible during the remaining performance of this contract. It is noted that since this contract is in direct support of a wide variety of weapon systems, subsystem, equipment and components, DoD standards may apply even if superseded and/or replaced by industry/commercial standards.

USSOCOM DIRECTIVE 70-1 Research, Development and Acquisition  
Acquisition Management System Policy

USSOCOM DIRECTIVE 70-1 Requirements Correlation Matrix

USSOCOM DIRECTIVE SOP Standard Operating Procedure for  
Acquisition Management

USSOCOM DIRECTIVE 71-4 Requirements Generation System

USSOCOM DIRECTIVE 71-5 Operational Test and Evaluation Directive

USSOCOM DIRECTIVE 700-8 Ammunition Directive

OPNAVINST 5530.13B Ch-1 Department of the Navy Physical Security  
Instruction for Conventional Arms,  
Ammunition and Explosives

DOD-D-5000.3 Test and Evaluation

NAVSEAINST 3960.2D Test and Evaluation

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NAVSEAINST 8020.9B	Ammunition and Explosive Personnel Qualification and Certification Program
NOSSAINST 8020.14C	Shore Station Explosive Safety Inspection Program
MIL-STD-822D	System Safety Program Requirements/Standard Practice for Systems Safety
MIL-T-31000	Technical Data Packages, General Specification for DOD Technical Manual Program Management
DOD-D-4145.26	DOD Contractor's Safety Requirements for Ammunition and Explosive
DOD-4145.26M	DOD Contractor's Safety Manual for Ammunition and Explosives
DOD-D-4151.9	DOD Technical Manual Program Management
DOD 5200.1-RCE-02	Information Security Program Regulation
DODINST 5200.28M	ADP Security
DOD 5220.22M	Industrial Security Manual for Safeguarding Classified Information
MIL-S-83490	Specifications, Types and Forms
MIL-STD-40051-1	DOD Preparation of Digital Technical information for Interactive Electronic Technical Manuals
MIL-STD-40051-2	DOD Preparation of Digital Technical information for Page Based Manuals
MIL-STD-490	Specification Practices
MIL-STD-973	Configuration Management
29 CFR 1910 JTR	OSHA Standard for General Industry Joint Travel Regulations (Civilian)
NSACRANEINST 5090.6B	Hazardous Materials Control and Management Program
NSACRANEINST 8020.1E	Explosives Personnel Qualification and Certification Program
ST 23-31-1	Special Operations Peculiar Modification (SOPMOD) Accessory Kit for the M4A1 Carbine Special Text Manual 23-31-1
MPT&ECIOSWIT-ILE-GUID-1	Navy ILE Instructional Systems Design

### **3.0 TASK REQUIREMENTS.**

The Contractor shall provide engineering, technical and instructional services as defined within this PWS. As required by TO, TO Mod and/or TI, the Contractor shall furnish all labor, facilities, material, and equipment except for that material, facilities, and equipment to be provided by the Government as Government Furnished Information (GFI), Government Furnished Material (GFM), Government Furnished Property (GFP), and Government Furnished Equipment (GFE).

The contractor must provide personnel with expert instructional knowledge and recent experience instructing SOF Weapons and SOPMOD equipment. Instructors should be graduates of an instructor training school. The contractor

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must possess expertise in combat applications in all SOF environments. The contractor must possess in-depth knowledge of night vision, lasers, weapons, and weapon sight technologies, capabilities and weaknesses. In-depth and actual operational knowledge and must include all three SOF and Marine Corp environmental applications including sniper. The contractor must possess in-depth knowledge of current industry technology as well as developing or future technologies and integration. The contractor must possess in depth knowledge of the subject programs, their history, objectives, and future directions.

**3.1 PROGRAM MEETING SUPPORT.** Utilizing GFI, the Contractor shall provide project support; specifically the Contractor shall attend meetings and assist in the development of meeting agendas. The Contractor shall document meeting minutes and action items; and prepare presentation material, program documents, plans and schedules. Presentation material may include viewgraphs, photographs, slides, or electronic equivalent including digitized video. The Contractor shall provide to the TPOC for approval.

**3.1.1 Terminology and style:** Terminology will be compliant with Joint Publication , DoD Dictionary of Military and Associated Terms at:

[http://www.dtic.mil/doctrine/jel/new\\_pubs/jp1\\_02.pdf](http://www.dtic.mil/doctrine/jel/new_pubs/jp1_02.pdf)

**3.2 TRAINING.** Utilizing GFI, the Contractor shall review/update the Training material for the Naval Special Warfare Enhanced Organization Maintenance Course CIN S-041-0002, Joint Armorer's Course and other courses as required to meet sponsor requirements. Training development and update includes the following:

- Training Plans including development of new plans and updates
- Lesson Plans including development of new plans and updates
- On-demand training (responsive to immediate requirements) (ODT)
- E-learning opportunities (CBT)
- Field Weapons Training Team (FTT)
- Operational Sustainment Training
- New Equipment Training (NET)
- On Demand Training (ODT)

**3.3 DOCUMENTATION.** Upon receipt of GFI, the Contractor shall review/update all appropriate Documentation, Maintenance Plans, Operator's Manuals, Technical Repair Standards, and IPB's for any/all Weapons listed on Attachment 1. The Contractor shall ensure updates are made in accordance with guidelines. Technical Document Management and Life Cycle Maintenance

- Operator's Manual
- Maintenance Manual
- Technical Repair Standards
- Illustrated Parts Breakdown
- Allowance Parts List/Allowance Equipment List updating and revision
- Planned Maintenance System (PMS)/Maintenance Review Cards (MRC) updating and revision
- Depot Maintenance Work Requirements (DMWRs)
- Intermediate Maintenance Work Requirements (IMWRs)

**3.4 TECHNICAL DATA SUPPORT** The Contractor shall ensure all presentation materials are prepared in accordance with GFI. Utilizing GFI, the Contractor shall prepare reports utilizing software compatible with Microsoft Word; spreadsheets utilizing software compatible with Microsoft Excel; and viewgraphs utilizing software compatible with Power Point. Utilizing GFI, the Contractor shall prepare IPBs poster sized and in color as specified. The Contractor shall ensure that all training data are prepared to meet sponsor requirements.

**3.5 COMPUTER SYSTEM MAINTENANCE.** The Contractor shall provide IT support for the Naval Special Warfare Enhanced Organization Maintenance Course CIN S-041-0002 and Joint Armorer's Course. The Contractor shall provide maintenance/update of course equipment including legacy computers, legacy servers, system software and peripherals. The Contractor shall troubleshoot problems and provide recommendations to the Government for improvements/update of equipment. The Contractor shall document any/all equipment improvements/updates in the Contractor's monthly progress report.

**3.6 PROGRAM SUPPORT** The Contractor shall provide program support for sponsor reviews, program reviews

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and IPRs (In-Process Reviews) consisting of: (a) coordinating schedules for meetings; (b) ensuring adequate facilities; (c) preparing briefing materials; (d) developing, recording and distributing agendas/minutes of approximately 15 meetings; (e) developing conference display placards for non-functioning prototype weapons; (f) preparing CD's for distribution of IPR information prior to meetings. The Contractor shall maintain a central file of presentation materials provided as GFI. The Contractor shall participate in program meetings when required.

**3.7 TRAINING INSTRUCTION** The Contractor shall provide instructors for the NSW Enhanced Organizational Maintenance Course and USSOCOM Joint Armorer's Course and Mobile Training courses. Utilizing GFI and GFM, the Contractor shall provide classroom instruction and assist in range demonstrations for all weapons and accessories used by Joint Special Forces. The Contractor shall provide training to Navy, Marine Corps, Army, Air Force and Allied Forces military personnel as required.

**3.7.1 Armorer's Course.** The Contractor shall provide classroom instruction including, but not limited to, a 3-week Navy Armorer's Course (S-041-0002), which upon completion enables Navy personnel a Navy Enlisted Classification (NEC-9536) award; and a 2-week Joint Armorer's course. The Contractor shall ensure that the curriculum includes logistics, theory of operation, maintenance, disassembly, reassembly, gauging and function checks. Upon completion of the courses, the Contractor shall provide final pass/fail course test results to the Government.

**3.7.2 Range Demonstrations** The Contractor shall assist in range demonstrations for all weapons and accessories. Range demonstrations will include weapons/weapons systems introductions, disassembly and reassembly of weapons/weapon systems, and maintenance of weapons/weapon systems.

**3.8 CERTIFICATIONS** The Contractor performing tasks under this TO shall be certified in accordance with NSACRANE INST 8020.1E, (current Rev.), NOSSAINST 8020.14C and NAVSEAINST 8020.9B prior to handling explosive items for those personnel working on NSW Crane. The Contractor shall be explosive certified in family types J and K. The Contractor shall have an urinalysis program in accordance with the Navy Civilian Human Resources Manual Subchapter 792.3, Drug-Free Workplace Program for all affected personnel in the explosives certification program.

**3.9 FIELDING AND TRAINING TEAM.** The Contractor shall enhance the SOF FTT to provide Total Package Fielding (TPF) for Joint SOF Small Arms and Aiming systems equipment provided by PMOs as well as other programs within the PEO-SW portfolio. The Contractor shall perform coordination activities for TPF, including but not limited to, equipment staging, transportation, logistics, operational training, and maintenance training. The Contractor will perform technical liaison duties for the PMO's; serve as the activity execution focal point for assigned TPF projects; and plan and coordinate TPF activities/operations. The Contractor shall develop/recommend schedules, calendars and planning documentation for execution of government-approved TPF project plans and milestones. The Contractor shall conduct working liaison/interface with SOPMOD/SOF Weapons/ALGL Program Integrated Product Teams to brief the current status of TPF activity for Joint SOF Small Arms and Aiming systems equipment. The Contractor shall also track external Army, Navy, Air Force, and Joint SOF small arms/weapons programs and recommend actions to ensure that fielding requirements of those external programs do not conflict with SOF TPF fielding requirements. The FTT also provides refresher training on systems already fielded. The Contractor shall provide cost estimates for material needed to accomplish FTT activities.

**3.10 FTT COORDINATION SUPPORT.** The Contractor shall interact with United States Special Operations Command and its Component Commands, PMO's, SOF Operators, and industry. The Contractor shall assist US Army Special Operations Command Deputy Chief of Staff G8 Combat Developments Division (USASOC G8), NAVAL SPECIAL WARFARE COMMAND N-42, Air Force Special Operations Command (AFSOC), and the MARSOC in coordinating the fielding schedule for all SOF equipment from the PMO's. The Contractor shall coordinate with all units receiving the equipment to resolve any conflicts and ensure timely fielding and NET. The Contractor shall conduct ongoing coordination with the PMO's, LCSM's, and Equipment Specialists to stage and organize sets of new equipment bound for SOF combatant units, and ensure that unit loads are delivered to Property Book Officer (PBO's) on schedule.

**3.11 DOCTRINAL AND FIELDING MEDIA:** The Contractor shall assist PMO's in the development and finalization of training plans, manuals, Government Training Aids (GTAs), Programs of instruction and training aids/models. The Contractor shall assist in the writing, development, and staffing of acquisition documents including but not limited to Material Fielding Plans, Operational and Technical Manuals, and joint logistics plans. These documents will be developed to the final draft format.



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**3.12 ON-SITE TPF ACTIVITIES AT COMBATANT COMMANDS:** The Contractor shall ensure TPF is conducted in the following five phases: (1) Prior Coordination, (2) Staging, (3) Delivery and Transfer of Custody, (4) NET, combined or supplemented with follow-on training of systems already fielded, and (5) Redeployment and Reporting.

**3.12.1 Prior Coordination:** The Contractor shall fully coordinate all TPF activities prior to execution to the satisfaction of the receiving combatant commands and the PMO's. This will include development of training and activity schedule for preliminary logistics actions, movement schedules, ammunition requests, range requests, local support requests, NET, Technical Inspections (TI), and training/activity schedules. The Contractor shall coordinate and conduct the delivery of new Government Furnished Property (GFP) combat end items to PBO's or other accountable officers as determined by PMOs, in conjunction with LCSM's. The Contractor shall fully and thoroughly coordinate and support NET with the staff of on-site receiving commands, and with USASOC AOFD, NAVSPECWARCOM N-42, AFSOC, MARSOC, and PMO's.

**3.12.2 Staging:** The Contractor shall coordinate with LCSM's for the unified shipment of unit sets of new equipment corresponding to the material fielding plans for the receiving combatant commands. Staging of equipment is coordinated between the Contractor and the LCSM. The Contractor shall ensure the unit sets are delivered according to scheduling as provided by GFI with the receiving PBO.

**3.12.3 Delivery and Transfer of Custody:** The Contractor shall work with the LCSMs to provide the required quantities and documentation to the receiving PBOs. The Contractor shall assist unit PBOs in documenting equipment and quantities received and shall provide an inventory listing to the PBO. The Contractor shall assist the PBO in break-bulk and apportionment of new GFP end items, and shall assist in distribution of the items to subordinate command supply systems. The Contractor shall assist armorers, PBO's, and unit supply personnel to ensure they are trained in established joint USSOCOM procedures for logistics of SOF unique equipment. The Contractor shall ensure field commands can effectively sustain both new and old equipment. The Contractor shall train supply and armorer personnel on joint SOF logistics to ensure sustainment of new equipment. The Contractor shall train unit supply personnel in the proper conduct of TI's. The Contractor shall provide logistic support for and conduct TI of currently fielded NSWC SOF equipment and assist units in replacement of broken, unserviceable, lost equipment, and the turn-in of obsolete equipment. The Contractor shall work with gaining units to facilitate the transfer or cascading of equipment within units or commands. The Contractor shall train support personnel on the proper joint procedures for turn-in of obsolete items and for items that are being replaced by new equipment to the LCSM's. The Contractor shall ensure that turn-in of replaced/obsolete equipment is executed by supply personnel. The Contractor shall ensure existing older items that remain in the field are TI'ed and combat ready. The Contractor shall also ensure that Joint Engineering Bulletins have been properly implemented.

**3.12.4 New Equipment Training (NET).** The Contractor shall conduct NET for the receiving combatant units in both classroom settings and live-fire environments using on-site facilities and range support. The Contractor shall provide gaining units with a list of what is required from the units to support the NET (ie. classroom size, equipment, etc). The Contractor shall train the individual SOF Operators to which the new equipment is assigned. When requested, the Contractor shall train unit trainers separately. The Contractor shall ensure NET covers both individual and collective firing skills, where applicable. The Contractor shall ensure NET includes both doctrinal and combat lessons-learned skills. NET will not dictate local tactics, techniques, and procedures (TTP), however, NET will provide a fundamental tactical training baseline from which local TTP can be developed or adapted. The Contractor shall coordinate for follow-on Computer Based Training (CBT) after initial NET is conducted. Refresher training will be provided as needed and determined by component commands.

**3.12.5 Redeployment and Reporting:** The Contractor shall ensure that classrooms, ranges, and other training facilities are left in the same (or better) condition as found. The Contractor shall conduct an on-site after action review with the subordinate unit leaders, and will out-brief the senior unit commander/NCO. The Contractor shall redeploy FTT personnel and equipment back to government base work sites. The Contractor shall prepare a site-specific report and include as an addendum to monthly progress reports.

**3.13 PROGRAM SUPPORT.** The Contractor shall travel to conduct coordination and FTT activities as tasked via TA/TDL as approved by Government representatives listed in paragraph 4.2.1 of this PWS. In addition to normal FTT travel to combatant commands, travel may also be to participate in design reviews, Integrated Product Team conferences, industry conferences, industry new equipment training, etc. The Contractor may be required to record and distribute minutes and complete short-term action items for each of these meetings.

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**3.14 FUTURE FIELDING SUPPORT.** The Contractor shall facilitate future fielding and NET on PEO-SW programs. Utilizing GFP and GFI, the Contractor shall provide training. The Contractor shall provide PPE and necessary materials to complete fielding and associated training. The Contractor shall ensure that GFP and contractor furnished material are tracked by inventoried components of each weapon and accessory kit subsystem. The Contractor shall use a centralized inventory management system to track all items and shall return all tangible assets to the government and/or account for their status as determined by the government POC. All material disposition listings and reports shall be submitted as an addendum to the Monthly Status Report.

**3.15 MEDIA:** The Contractor shall prepare reports utilizing Government Furnished Information (GFI) and software compatible with Microsoft Office software, normally MS Word. Condensed versions will be in Adobe “.pdf” files. Presentations will be provided in MS PowerPoint. Drawings will be provided in images compatible with MS Office software. The TPOC may require Contractor use of standardized MS document templates.

**3.16 FTT TRAILERS.** The Contractor shall maintain two trailers provided as GFM , and modify for installation of the necessary tools and equipment required for the SOF FTT. The efforts shall include removing all existing items which are not relevant to supporting SOF FTT. Disposal of the items removed shall be at the Government’s discretion provided as GFI. In addition, the Contractor shall inspect and perform any maintenance necessary to provide functional lighting, climate control, electrical system, and other critical mobile facility sub-systems.

**3.16.1 Refurbishment of Trailers.** The Contractor shall install the necessary equipment (CFE and GFE) to convert the trailer into a mobile weapons repair and training facilities. The Contractor shall ensure electrical loads are balanced and the overall facilities are safe for operation. The Contractor shall also ensure all equipment, tools, storage facilities, weapon lockers, and other miscellaneous items are mounted properly in order to withstand ground transportation. The Contractor shall provide a report detailing all efforts performed, with recommendations for future enhancements to the trailer. The Contractor shall provide, as an addendum to the report, documentation of the electrical system once all systems are functional.

**3.16.2 Vehicle Lease.** The Contractor shall provide transportation resources in the form of leased or rented trucks for transportation of personnel and Government furnished equipment/materials to training sites. Locations will be determined by government POC as schedules develop and will be provided as GFI.

**3.17 PROFICIENCIES.** The Contractor shall be proficient in the use of various weapons and accessory kit subsystems and components provided as Government Furnished Property (GFP) by the sponsoring PMO’s, in order to support live fire training, displays, briefings, and live-fire demonstrations. The equipment includes all items in the SOPMOD, ALGL, and SOF Weapons Programs. The Contractor shall be cognizant of regulations regarding safe storage, transportation, and demonstration of sensitive items of equipment and ammunition provided as GFP. SOF FTT activities will involve travel to both CONUS and OCONUS locations. SOF FTT capability of foreign language fluency is desired (Arabic, Dari, Spanish, French, Baltic, Portuguese, African regional languages preferred) but not required.

**3.18 FACILITIES.** As specified by Technical Instruction and Logistic Support Analyses, the Contractor shall identify facility requirements necessary for system, subsystem, equipment or component operation and maintenance in accordance with NAVFACINST 11010.44, OPNAVINST 11010.20 and Government furnished information. This identification requires consideration of space, volume, capital equipment, utilities, temperature, humidity, storage, shelf space, facility environment, and related issues concerning the facility's overall mission and operational requirements.

**3.19 COMPUTER BASED TRAINING/E-LEARNING MODULES.** Upon receipt of a GFI, the Contractor shall research material and produce computer based training/e-learning modules for a minimum of 1 weapons with associated gun mounts and other SOF equipment to a maximum of 34 weapons and associated gun mounts and other equipment in support of Weapons Maintenance. Equipment will include, but not be limited to, fire control devices and laser aiming devices. Modules will be IMI (Interactive Multi-media Instruction) level II –IV as agreed by the contractor and TPOC. All computer based training will be SCORM 2004 compliant. The Contractor shall ensure each training module includes video demonstration and test review by topic utilizing the MK46 System Module as an example. The Contractor shall ensure each training module includes the following:

- a. Introductory page with title of Compact Disk, USSOCOM logo, production date, Distribution statement and an “Enter” button.

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b. Clickable weapons list opening to two sections: SOF Logistics, and Weapon Maintenance; Reference section.

3.19.1 Test Database. The Contractor shall develop a test bank database that allows for test review by topic. The Contractor shall ensure the training module links back to allow trainee to review sections where questions were answered incorrectly.

3.19.2 Computer Based Training. The Contractor shall provide computer based training documentation in “Story Board” format to the Government for review/approval. Upon receipt of Government approval, the Contractor shall develop a draft of the computer-based training in video format for Government approval.

3.19.3 Training Modules. Upon receipt of Government approval, the Contractor shall provide 8 sets of the training module to the Government for review/approval.

3.19.4 Programming Documentation. The Contractor shall provide the training module to the Government in electronic format on compact disk(s). The Contractor shall provide all programming documentation/data on compact disk(s) to the Government.

3.20 FIELD ACTIVITY DISTRIBUTION. Upon receipt of GFI in the form of a distribution mailing list, the Contractor shall provide up to 300 sets of computer based training modules in electronic format on compact disk(s), and package and distribute training modules to Field Activities per GFI. The Contractor shall document shipping dates, Field Activity POC, and quantities shipped and provide to the Government as an addendum to the Monthly Progress Report.

3.21 LEARNING CONTENT MANAGEMENT SYSTEM. Learning Content Management System Support (LCMS) The contractor will provide a LCMS using OUTSTART Evolution software and provide annual hosting with access for 10 Gov/contractor during contracted period. The contractor will provide tech support for LCMS issues as well as training for Gov/contractor personnel as required. The contractor will provide sufficient back-ups and at end of contract turn over development server to Gov for it's own use.

3.22 TRANSFER OF MATERIAL. Transfer of Material into evolution The contractor will provide technical support and assist in the transfer of existing training material and content into the new software format. Material will consist of Conversion of technical manuals to the ETMS standard, 1 – 57 manuals Conversion of current training curriculum material to the ILE/SCORM standard for use in the E-Learning environment, 1 - 40 lessons. Assist in development of metrics and a system to record using evolution. Setup a Schoolhouse interface in evolution for Government use of tracking classes and students. Metadata tagging of content as it is ingested into evolution 1-100 documents Provide training to government personnel on SCORM, ADL Section 508 and how to meta tag data.

#### **4.0 DATA REQUIREMENTS FOR PERFORMANCE WORK STATEMENT.**

This section identifies the content, format, frequency and delivery points for all data to be delivered under the basic Task Order Performance Work Statement.

#### **4.1 DATA ITEM A001: CONTRACTOR’S PROGRESS, STATUS AND MANAGEMENT REPORT.**

Contract Reference: PWS Paragraph 1.5.1

Discussion: The Contractor shall prepare and submit a summary and status report on a 6-month Semester Basis, which summarizes the events, progress and status for the subject award term evaluation. The Contractor shall ensure this report contains an updated employee list identifying full names, security clearance levels, social security numbers, job titles and telephone numbers.

a. Content and format of the report shall be in accordance with DI-MGMT-80227, with the exception of paragraphs 10.3.g and 10.3.h, which are deleted.

b. Distribution Statement E: Applies.

c. Destruction Notice: Applies.

d. The Contractor shall provide one (1) legible copy of contractor's progress, status and management report no later than 30 calendar days after the semester closes.

e. The Contractor shall deliver the data to the Task Order Manager (TOM), Naval Surface Warfare Center, Code 401,

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Crane IN 47522-5001.

4.2 DATA ITEM A002: FINANCIAL EXPENDITURES REPORT/ACTIVE.

Contract Reference: Section G

Discussion: The Contractor shall provide the Government one (1) copy of the invoices and (1) copy of the financial report electronically via email and a reproduction copy of CD ROM ensuring each submission is concurrent with the Contractor's invoices, a financial expenditures report in accordance with the format delineated below or in Contractor's format acceptable to the Government.

a. Distribution Statement F: Applies

b. Destruction Notice: Applies

c. The Contractor shall provide the detailed cost authorization/expenditures for all active TO Mods/TIs under the subject TO. Once the Contractor has submitted a final invoice to the TO Mod/TI, the requirement for this report will be lifted for that specific TO Mod/TI. The reproducible shall be on CDROM in Microsoft Office software for use on IBM PC or fully compatible units. Electronic media shall be error free and checked for viruses. NOTE: The Government has the option to upgrade disk density and size and software and the Contractor shall ensure continued compatibility. The Contractor shall provide the data no later than 15 calendar days after the close of the bi-weekly billing period concurrent with the contractor's invoices.

d. Data shall be delivered to the TOM, Code 401, NSWC Crane Division, 300 Highway 361, Crane IN, 47522-5001, Telephone 812-854-1572.

e. The Contractor shall ensure the following details are included for each specific TO Mod/TI.

a. Contractor's full name

b. Basic Contract Number and TO Number

c. Modification Number/TI Number

d. Calendar dates of the report period

e. TO Modification/TI Description

f. Authorized Period of Performance

g. Customer/Division

h. Contractor's Manager/Resource Leader

i. Column titled "Authorized" depicting all authorized labor categories and associated labor hours delineated in the TO, with totals; authorized ODC as delineated in the TO, with totals (hours and costs); total authorized material costs; total authorized subcontractor costs; total fee; and total authorized costs, including fee

j. Column titled "Cumulative to Date" depicting actual labor hours incurred to date, by authorized labor category, with totals (hours and costs); actual ODC incurred to date as delineated in the TO, with totals; actual material costs incurred to date, actual subcontractor costs incurred to date; actual fee costs incurred to date; total obligations incurred to date; total labor hours and cumulative costs incurred to date

k. Column titled "Current Period" depicting actual labor hours incurred during the two week period of the report (see item "d" above), by authorized labor category with totals (hours and costs); actual ODC incurred during the two week period of the report (see item "d" above) with totals; total of material costs incurred during the two week period of the report (see item "d" above); total of sub contractor costs incurred during the two week period of the report (see item "d" above); total labor hours and total costs incurred during the two week period of the report (see item "d" above).

l. Percent of authorized funding expended to date

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- m. Percent of authorized labor hours expended to date
- n. Total authorized labor hours
- o. Total balance of remaining labor hours
- p. Unfunded costs
- q. Cost funded
- r. Cost and Fee Funded
- s. Balance of Funded Dollars with Obligations
- t. Page number(s), e.g., Page 5 of 40
- u. Date printed

4.3 .DATA ITEM A003 AUTOMATED FINANCIAL TRACKING AND REPORTING SYSTEM.

Discussion: The Contractor shall provide a web based financial reporting system in a Contractor's format that is acceptable to the Government. Reports shall be available for printing and downloading to Word or Excel files.

- a. Distribution Statement F: Applies.
- b. Destruction Notice: Applies
- c. The Contractor shall provide the Government with a web based financial reporting system in a Contractor's format that is acceptable to the Government. The database is to be maintained current to within 3 working days. The database shall be available to authorized personnel via the Internet and shall be free of viruses. Authorized personnel will be identified in individual Task Order Modifications/TIs. The database shall be established within 60 calendar days after the award of the TO.

4.4 DATA ITEM A004: CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT – MONTHLY MANAGEMENT REPORT.

The Contractor shall deliver the data to the Task Order Manager (TOM), Naval Surface Warfare Center, Code 401, Crane IN 47522-5001 and the RTA identified on the Technical Instruction.

The Contractor shall provide monthly progress reports to the PMO as outlined in section 4.1 of this document. The reports shall summarize the events, progress and financial status for the reporting period. Financial status will illustrate funding balance at month start, expenses incurred, and month end balance of funds. The Contractor shall provide a monthly status report of costs/direct labor hours expended to the PMO and TOM for the purpose of award fee determination. The Contractor shall prepare the report in accordance with the format delineated below, or in Contractor's format acceptable to the PM. The Contractor shall ensure the following details are included.

- a. Enter the Contractor's full name.
- b. Enter the Calendar date of the report.
- c. Enter the Task order number.
- d. Enter the calendar dates that the report covers.
- e. Enter the award fee period.
- f. Enter the TO Mod number.
- g. Enter the total amount of contract award.
- h. Enter funds applied to contract designating program.

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g. Enter costs incurred for the report period designating program.

h. Enter remaining funds balance designating program.

i. Enter the total direct costs incurred during this award fee period.

j. Enter the number of direct labor hours expended by the prime contractor during the award fee period.

#### 4.5 DATA ITEM A005 TECHNICAL REPORT-STUDY/SERVICE, TRIP REPORT

Discussion: As required by TI, the Contractor shall provide the Government one (1) copy of the trip report electronically via email within 10 days of completion of travel. Travel will be delineated by the Government as required and provided as GFI. Contractor's format shall be acceptable to the Government.

a. Content and format of the report shall be in accordance with DI-MISC-80508A.

#### 4.6 DATA ITEM A006 TECHNICAL REPORT-STUDY/SERVICE

Discussion: As required by TI.

a. Content and format of the report shall be in accordance with DI-MISC-80508A

#### 4.7 DATA ITEM A007 PRESENTATION MATERIAL

Discussion: As required by TI.

a. Content and format of the report shall be in accordance with DI-ADMN-81373

#### 4.8 DATA ITEM A008 CONFERENCE AGENDA

Discussion: As required by TI.

a. Content and format of the report shall be in accordance with DI-ADMN-81249A

#### 4.9 DATA ITEM A009 CONFERENCE MINUTES

Discussion: As required by TI.

a. Content and format of the report shall be in accordance with DI-ADMN-81250A

#### 4.10 DATA ITEM A010 DEVELOPMENTAL DESIGN DRAWINGS AND ASSOCIATED LISTS

Discussion: As required by TI.

a. Content and format of the report shall be in accordance with DI-SESS-81002B

#### 4.11 DATA ITEM A011 OPERATING INSTRUCTIONS

Discussion: As required by TI.

a. Content and format of the report shall be in accordance with DI-MISC-80392

#### 4.12 DATA ITEM A012 COMPUTER PROGRAM END ITEM DOCUMENTATION

Discussion: As required by TI.

a. Content and format of the report shall be in accordance with DI-IPSC-80590A

#### 4.13 DATA ITEM A013 TECHNICAL REPORT-STUDY/SERVICES - TRAINING MATERIALS/DOCUMENTATION

Discussion: As Required by TI.

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a. Content and format of the material shall be in accordance with DI-MISC-80508A

**5.0 SPECIAL CONSIDERATIONS.**

The following special considerations shall apply to the Contractor in the performance of the tasks in this PWS.

5.1 Contractor Personnel Requirements. The Contractor shall provide personnel meeting the following requirements:

5.1.1 Passport/Visa/Badges. The Contractor shall ensure all personnel possess current passports, visas and Outside the Continental United States (OCONUS) Common Access Cards (CAC), as required.

5.1.2 Immunizations. The Contractor shall ensure all personnel possess the necessary immunizations for travel to designated high-risk areas. All Contractor personnel shall have current immunizations (hepatitis A, MMR/MR, polio, influenza, typhoid, yellow fever, meningococcal) and shall have an anthrax vaccination prior to deployment.

5.2 Arduous Duty. The Contractor shall be working in arduous area in a hardship environment as follows:

5.2.1 Work facility. The Contractor shall be expected to support outside operations in desert and primitive conditions and aboard ship or small boat.

5.2.2 Work Hours. The Contractor shall be expected to work 8-hour shifts x 5 days per week. Overtime and extended workweeks are authorized.

5.2.3 Billeting and transportation. The Contractor shall be billeted aboard ship to the same level as offered to a federal and/or military employee.

5.2.4 Personal Equipment. The Contractor shall obtain sufficient coveralls, safety boots, gloves, protective clothing, hearing protection, goggles, etc. to outfit all personnel for the duration of the employment.

5.3 GFI/GFP. All GFI/GFP provided to or acquired by the Contractor during the course of performance of this tasking shall be returned to the TPOC upon completion of tasking.

5.4 Work Requirements. Work requirements include the need for Contractor personnel to operate Government vehicles to perform tasks in areas that include designated explosive ordnance areas and to carry cargo that might include inert ordnance, but will not include live ordnance.

5.5 Security Classification. The tasks described in this PWS include material classified at the SECRET level.

5.6 Travel. The Contractor is authorized to use contract funds to complete assigned tasking. Travel dates and destinations are determined by the Project Manager as schedules develop. For planning purposes the following yearly travel requirements are anticipated.

<u>No. of trips</u>	<u>Persons</u>	<u>Days</u>	<u>From</u>	<u>To</u>
20	2	3	Contractor facilities	Crane IN
5	2	3	Contractor facilities	Ft Lewis WA
10	4	3	Contractor facilities	San Diego CA
15	2	3	Contractor facilities	Scottsdale AZ
10	2	3	Contractor facilities	Destin FL
15	2	3	Contractor facilities	Columbus GA
5	2	4	Contractor facilities	Detroit MI
5	2	2	Contractor facilities	Toronto Canada
10	2	3	Contractor facilities	Redmond WA
10	5	5	Contractor facilities	Crane IN
10	2	3	Contractor facilities	Destin FL
5	4	5	Contractor facilities	FT Benning ,GA
5	2	2	Contractor facilities	Manchester NH
5	2	2	Contractor facilities	Toronto Canada
10	2	3	Contractor facilities	Columbus GA
5	2	4	Contractor facilities	Contractor facilities
10	4	3	Contractor facilities	Destin FL

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10	4	3	Contractor facilities	Columbus GA
5	4	4	Contractor facilities	Detroit MI
5	4	2	Contractor facilities	Manchester NH
5	4	2	Contractor facilities	Dallas TX
2	2	5	Contractor facilities	Okinawa Japan
2	2	5	Contractor facilities	London, England

The Contractor shall submit a detailed trip report to the TPOC within 10 days of trip completion.

5.7 Points of Contact. The Task Order Manager (TOM) is Ms. Connie Delong, Code JXLL, telephone 812-854-5290 and the Requiring Technical Activity (RTA) is Mr. Darin Holder, Code JXN, telephone 812-854-5727.

5.8 Safety. The requirements of this order may require contractor personnel to come in contact or be exposed to hazardous conditions. The Contractor may be subjected to chemicals; heavy equipment; flying particles in the air; loud noises; etc. The contractor shall abide by all applicable federal, local and state occupational safety and health requirements. The Contractor shall provide appropriate Personal Protective Equipment (PPE), required training related to Occupational Safety and Health Requirements, testing and explosive qualification, as may be required by federal regulations, to support assigned tasking. Personnel shall be trained in the proper use, care and maintenance of PPE required to perform the assigned tasking to meet federal safety standards. The Government will provide Standard Operating Procedures (SOP) when applicable. The Contractor must have on record a corporate safety plan and shall provide a copy to the PM when instructed.

5.9 Safety Regulations. While working on Center, the Contractor shall abide by all federal safety, security, and environmental regulations; be authorized use of Government owned repair equipment and parts; be authorized to drive government owned vehicles; be authorized to operate weight handling equipment and powered industrial trucks; and abide by all Arms Ammunition and Explosives (AA&E) Worker Screening rules and guidelines as noted in OPNAVINST 5530.13B Ch-1.

#### **6.0 PLACE OF PERFORMANCE.**

It is estimated that the majority of the work effort for this TO will be accomplished at NSWC Crane training and range facilities, field activities, government and private shooting ranges and training facilities, with a portion of the work performed at the contractor facility. Tasking in the PWS paragraph 3.0 requires Contractor to access technical documentation and utilize GFP to perform tasking. Source documentation will be furnished as GFI.

#### **6.21 Compliance with Laws and Regulations**

The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives. Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country. (End)

#### **6.22 Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of**



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## Employee Passports

All contractors ("contractors" herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Contractors are also required to comply with the following provisions:

- 1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- 2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.
- 3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- 4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.
- 5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.
- 6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements. Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract. (End)

### **6.23 Reporting a Kidnapping (Dec 2007)**

To Report a Kidnapping Contract manager will notify the JCCI/A Duty Officer at phone number 914-822-1419 when

an employee kidnapping occurs:

Report the following information:

Name of person reporting: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

· Who was kidnapped?

o Name

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o Age

o Nationality and country of residence

· When did the incident occur?

· Where did it happen?

· How was the person kidnapped?

(End)

**6.24 Armed Personnel – Incident Reports (Jul 08):** All Contractors and subcontractors in the Multi-National Forces-Iraq (MNF-I)/Combined Joint Task Force (Afghanistan) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I/CJTF forces are familiar with and comply with all applicable orders, directives, and instructions issued by the MNF-I/CJTF Commander relating to force protection and safety.

**For IRAQ: Contractors shall provide an initial report of all weapons firing incidents to the Reconstruction Operations Center (ROC) as soon as practical based upon the situation and shall submit a written report to a ROC within 48 hours.** The initial report will include the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. A follow-up, comprehensive written report of events surrounding the firing of weapons will be provided to the ROC within 96 hours. Reports shall be submitted to the ROC, Operations Section (or as otherwise directed): [roc.ops@aegisiraq.com](mailto:roc.ops@aegisiraq.com), DSN 318-239-4301, VOIP 703-544-1370, MCI 914-822-5302, IRENA 07902-7762300, Thurman 8821621157354, and IMMersed 870764061257.

**For AFGHANISTAN:** Report all incidents and use of weapons through your military chain of command, who will notify the JOC Watch at Bagram AF. (JOC SHIFT DIRECTOR, DSN: 318-431-4116; SVOIP: 431-7108) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The JOC Watch duty officer will issue guidance for further reporting requirements. Contractors will also provide first aid and request MEDEVAC of injured persons, and remain available for Coalition response forces based upon the situation. In the event contractor personnel are detained by US or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the Contractors name, the contract number, a POC in the Contractor management, and the phone number of the ROC/JOC Watch.

(End)

#### **6.25 Fitness for Duty and Limits on Medical / Dental Care in Iraq and Afghanistan (Jul 08):**

(1) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(2) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, CENTAF, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq$  40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly

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diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(3) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(4) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(5) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated January 4, 2007, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

(a) Inpatient daily rate: \$1,918.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

(b) Outpatient visit rate: \$184.00. This includes diagnostic imaging, laboratory/pathology, and pharmacy provided at the medical facility.

(End)

**6.26 Quarterly Contractor Census Reporting (Jul 08).** The prime contractor will report upon contract award and then quarterly thereafter, not later than 1 January, 1 April, 1 July and 1 October, to [JCCI.J2J5J7@pco-iraq.net](mailto:JCCI.J2J5J7@pco-iraq.net) for Iraq and to [BGRMPARC-A@swa.army.mil](mailto:BGRMPARC-A@swa.army.mil) for Afghanistan the following information for the prime contract and all subcontracts under this contract:

(1) The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;

(2) The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;

(3) The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;

(4) The company names and contact information of its subcontractors at all tiers; and

(5) The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 (MAR 2008) or DFAR DOD class deviation 2007-O0010.

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(End)

**6.27 Arming Requirements and Procedures for Private Security Company (PSC) Contracts, Personal Security Detachment (PSD) Contracts, and for Requests for Personal Protection in Iraq and Afghanistan (July 2008)**

**General.** Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including US CENTCOM, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.41, Contractor Personnel Authorized to Accompany the US Armed Forces;
- (2) DFARS 252.225-7040, Contractor Personnel Supporting a Force Deployed Outside the United States; (MAR 2008)
- (3) Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility
- (4) CPA Order #17, Registration Requirements for Private Security Companies, dated 27 Jun 04;
- (5) US CENTCOM Policy Letter, Mod 1, Personal Protection and Contract Security Service Arming, dated 7 Nov 2006

**b. Required Government Documentation.** The unit requesting the contractor security shall provide a description of the following to the arming approval authority and to the contracting officer:

- (1) The specific location where the PSC will operate;
- (2) The persons and/or property that require protection;
- (3) The anticipated threat;
- (4) The required weapon types; and
- (5) The reason current security/police forces are inadequate.

**c. Required Contractor Documentation.** Contractors and their subcontractors at all tiers that require arming approval shall provide the following to the contracting officer representative (COR):

- (1) Documentation that each employee who will be armed under the contract received the following training—
  - (A) Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by any DoD or other U.S. government agency
  - (B) Law of Armed Conflict (LOAC);
  - (C) Rules for the Use of Force (RUF), as defined in the US CENTCOM Policy, dated 23 December 2005; and(D) Distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
- (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
- (3) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior;
- (4) One (1) copy of an operating license (or a temporary operating license) from the Ministry of Interior;

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(5) A communications plan that, at a minimum, sets forth the following:

- (A) The contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed;
- (B) How relevant threat information will be shared between contractor security personnel and U.S. military forces; and
- (C) How the contractor will coordinate transportation with appropriate military authorities.

(6) An acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):

- (A) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin US Embassy Information Request, CIA records, and/or any other records available;
- (B) Verify with MNC-I or Afghanistan RCE – CG Provost Marshal that no employee has been barred by any commander within Iraq or Afghanistan; and
- (C) Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.

**d. Required Contractor Acknowledgements.** Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR:

(1) Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

(2) criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.

(3) Lapses in Training. Failure to successfully retrain an employee who is armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the contractor and will remain unarmed until such time as they are retrained and the COR determines that the retraining is sufficient.

**e. Authorized Weapon & Ammunition Types.** Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

(1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).

(2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are

specifically requested and approved.

(3) US government Ball ammunition is the standard approved ammunition.

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**f. Requirements for Individual Weapons Possession.** All employees of the contractor and its subcontractors at all tiers who are armed under this contract must:

- (1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);
- (2) Carry weapons only when on duty or at a specific post;
- (3) Not conceal any weapons, unless specifically authorized;
- (4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and
- (5) IAW USCENCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.

**g. Weapons/Equipment Restrictions and Responsibilities.** Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

**h. Rules for the Use of Force (RUF).** In addition to the RUF and ROE training referenced in paragraph (c),

the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees

that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors

to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of

the RUF include, though are not limited to:

- (1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense;
- (2) Failing to cooperate with Coalition and Host Nation forces;
- (3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death  
or serious bodily harm;
- (4) Failing to use a graduated force approach;
- (5) Failing to treat the local civilians with humanity or respect; and
- (6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

**i. Retention and Review of Records.** The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

**j. Contractor Vehicles.** Vehicles used by contractor and subcontractor personnel in the course of

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their security duties shall not be painted or marked to resemble US/Coalition or host nation military and police force vehicles.

k. **Quarterly Reporting.** The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:

(1) The total number of armed civilians and contractors;

(2) The names and contact information of its subcontractors at all tiers; and  
A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

(End)

### 6.28 Support - Contractor Security

IAW PGI 225.7402-3 Government support will be delineated within the Letter of Authorization (LOA) provided to the contractor in support of this effort.

### 6.29 Support - Personnel

IAW PGI 225.7402-3 Government support will be delineated within the Letter of Authorization (LOA) provided to the contractor in support of this effort.

### 6.30 Processing and Departure Points

All personnel (including contractors) need to report to Ft. Benning, GA for deployment processing. Contractors must make an appointment for processing by visiting the CONUS Replacement Center (CRC) website at <https://www.benning.army.mil/CRC/>. Click on the "Reservations for CRC" link at the top-right portion of the page. Complete and submit the Excel spreadsheet no later than 1 Month prior to deployment in order to ensure completion of all deployment requirements.

### 7.0 PERFORMANCE CRITERIA.

Performance criteria for tasking identified in section 3.0 is listed in the table below. The Performance Assessment Method will be used to evaluate all TO Mod/TI tasking on this Task Order.

PERFORMANCE CRITERIA	PERFORMANCE STANDARD	PERFORMANCE ASSESSMENT METHOD
Provide deliverables IAW TO Mod/TI in a timely manner	Deliverables provided in a timely manner 95% of the time.	Match actual delivery date to required delivery date
Quality of support.	Quality of support meets or exceeds TO Mod/TI requirements 95% of the time	Random inspection
Effective management	Facilitate effective TO Mod/TI performance	Random inspection and meetings between the contractor and TOM
Cost control	TO Mod/TI completed within Budget	Verify Financial Expenditure Report

### 8.0 PERIOD OF PERFORMANCE.

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The initial award will be for a 2-year base Period of Performance with 3 one-year award terms. The Period of performance, including award terms, is 5 years.

NSWC-Crane's Weapons Training Team is responsible for supporting the following small arms and associated mounts:

### WEAPONS & ACCESORIES LISTING

#### Pistol

- .22 CAL. Colt Ace, and High Standard
- .38 CAL Revolver
- .357 CAL Revolver, 686
- .45 CAL. M1911, M1911A1, MK23 Mod 0
- M9, 9MM
- M11, 9MM
- P226, 9MM
- P228, 9MM
- P239
- Walther PPK
- Pyrotechnic AN/M-8

#### Shotgun, Riot 12 Gauge

- Remington 870
- Mossberg 500, 500A1, 500A2 MILS

#### Rifle

- .22 CAL. Mossberg M44
- M16A1, M16A3, 5.56MM
- M4A1/Colt 727 Carbine, 5.56MM
- M18 MOD-0 Carbine, 5.56 MM
- MK12 Mod 0 and 1, 5.56MM
- MK16 Mod 0, 5.56MM, SCAR L
- M14, 7.62MM (all variants)
- MK14 Mod 0, 7.62MM
- MK11 Mod 0, 7.62MM
- MK17 Mod 0, 7.62MM, SCAR H
- 300 Win Mag, MK13 Mod 0, Mod 1, and Mod 2 Remington Model 700
- 50 CAL, Sniper, MK15 Mod 0
- Chicom AK-47, 7.62MM
- CQBR Upper
- .50 CAL Sniper, Barrett
- Drill Rifle MK5/MK6

#### Gun, Submachine, 9MM, MP5-N, MP5K-N, MP%SD-N

#### Gun, Machine, 40 MM Grenade

- M19 Mod 3
- MK 47 Mod 0

#### Grenade Launcher

- M79, 40MM
- M203/M203E1, 40MM
- MK13 EGLM



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- **MK87 Mod 1 Line Throwing Adapter**

#### Machine Gun

- **5.56MM, MK46 Mod 0**
- **7.62 M60, M60C, M60D, M60E3**
- **MK43**
- **MK48 Mod 0**
- **MK44, 7.62MM**
- **M240B and M240N, 7.62MM**
- **.50 CAL M2 HB/FLEX & Modified**

#### Mortar, 60MM, MK4 Mod 0

#### Mortar, 81MM, MK2 Mod 0 and Mod 1

#### Mounts

- **MK58 Series**
- **MK64 Mod 4**
- **MK93 Mod 1,2**
- **MK94 Mod 0**
- **MK97 Mod 0**
- **MK99 Mod 1**
- **MK106 Mod 0**
- **MK16 Series**
- **MK44, 7.62MM**
- **Tripod, Machine Gun M3, MK 123, and M122 F/7.62MM M60**

#### Weapon Systems

- **Remote Operated Small Arms Mount (ROSAM)**
- **MK44 30MM Gun System**

#### Accessories

- **Special Operations Particular Modifications (SOPMOD)**
- **Miniature Day/Night Sights (MDNS)**

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**SECTION D PACKAGING AND MARKING**

**SECTION D PACKAGING AND MARKING**

All provisions and clauses in SECTION D of the basic contract apply to this task order, unless otherwise specified in this task order.

**DATA PACKAGING LANGUAGE (DSM)**

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5230.22-M dated January 1995.

**MARKING OF REPORTS (NAVSEA) (SEP 1999) (5150)**

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number

(4) sponsor \_\_\_\_\_  
(Name of Individual Sponsor)

\_\_\_\_\_  
(Name of Requiring Activity)

\_\_\_\_\_  
(City and State)

**PROHIBITED PACKING MATERIALS (5152)**

The use of adhesive, exclusive, non-staple or stapled paper (all types including waxed paper, computer paper and similar hygienic or non-aerated material) is prohibited. In addition, loose fill polystyrene is prohibited for shipment.

**INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5151)**

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1). The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by recipients. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

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## SECTION E INSPECTION AND ACCEPTANCE

### SECTION E INSPECTION AND ACCEPTANCE

All provisions and clauses in SECTION E of the basic contract apply to this task order, unless otherwise specified in this task order.

### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at DESTINATION.

### INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)

Inspection and acceptance of all data shall be as specified in the Contract Data Requirements List as described within the SOW.

### GOVERNMENT FURNISHED MATERIAL (NAVSEA) (MAY 1995)

Government Furnished Material: When material is furnished by the Government, the contractor's procedures shall include at least the following:

- (a) Examination upon receipt, consistent with practicality, to detect damage in transit;
- (b) Inspection for completeness and proper type;
- (c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;
- (d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;
- (e) Identification and protection from improper use or disposition; and
- (f) Verification of quantity.

Damaged Government Furnished Material: The contractor shall report to the TOM any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use.

Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

[As used in the foregoing, the term "material" applies to Government-furnished equipment to be installed in or furnished with the end item. The term "property" is Government equipment that is used in the fabrication or assembly of the end item, and is not delivered as part of the end item.]

### CLAUSES INCORPORATED BY REFERENCE

52.246-3 Inspection of Supplies-Cost Reimbursement MAY 2001  
52.246-5 Inspection of Services-Cost Reimbursement APR 1984  
252.246-7000 Material Inspection and Receiving Report MAR 2003

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## SECTION F DELIVERABLES OR PERFORMANCE

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

1000	9/26/2007 - 9/25/2011
1100	12/22/2008 - 9/25/2011
3000	9/26/2007 - 9/25/2011
4000	4/5/2009 - 9/25/2011
4100	9/26/2010 - 9/25/2011
6000	4/5/2009 - 9/25/2011
6100	9/26/2010 - 9/25/2011

### CLIN - DELIVERIES OR PERFORMANCE

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

1000	9/26/2007 - 9/25/2011
1100	12/22/2008 - 9/25/2011
3000	9/26/2007 - 9/25/2011
4000	4/5/2009 - 9/25/2011
4100	9/26/2010 - 9/25/2011
6000	4/5/2009 - 9/25/2011
6100	9/26/2010 - 9/25/2011

The periods of performance for the Award Term Items are as follows:

4200	9/26/2010 - 9/25/2011
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Services to be performed hereunder will be provided at NSWC-Crane (Crane, IN) vicinity, and other CONUS and OCONUS locations.

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer's Representative (COR)

Name  
Title

SECURITY ADMINISTRATION invoices for services rendered under this Contract shall be submitted electronically through Wide Area Work Flow. The vendor shall self register at the web site <http://www.waflow.af.mil>. Vendor training is available on the internet at <http://www.waflow.af.mil>. Additional support can be accessed by calling the NAVY WAWF Assistance Line: 1-800-659-8949 (DOD). Select the Cost Voucher within WAWF as the invoice type. The cost voucher prepares the insert voucher back-up documentation (such as timesheets, cost breakdowns, etc.) to be included and attached to the invoice in WAWF. Attachments in any Microsoft Office product are restricted to the invoice or insert.

Pay DODAAC: H03038  
Contractor Type: Contractor  
NAIC DODAAC: N0004  
Admin DODAAC: 50000  
ADCA DODAAC (if applicable): To Be Completed at Time of Award  
Service Agreement: N0004  
Invoice by DODAAC: N00  
Service Acceptor DODAAC: N0004  
LPO DODAAC: N00

- The contractor shall submit invoices for payment per contract terms. The contractor shall invoice per ACIN by SJR (sub-contract line item number).
- The Government shall process invoices for payment per contract terms. Payment is not to be pre-empted unless ACINs, ACBAs are to be paid in accordance with contractor's invoice.
- After clicking the submit button a Notice of successful/unsuccessful submission screen will appear. This screen allows you to enter an additional e-mail notification address. You must click on the "Send More E-mail Notification" link and add the e-mail address listed below for submission of the acceptor or email the invoice to the following address: [COR@supersystems.com](mailto:COR@supersystems.com).

Contracting Officer (CO)  
Name (FICR)

Additional Email Information: On the Miscellaneous Tab of the Invoice in WAWF attach the cost breakdown for the cost voucher amount being submitted (W) the invoicing instructions.

CONTRACT ADMINISTRATION DATA LANGUAGE 2800

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the task order if each address is different from the address shown on the proposal.

Address:  
Street & Number:  
City & State:  
County:  
Zip Code:

CONTRACTING PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (AW-0001)

- (a) CPARS is FAR 41.160. The tool used to support the CPARS Performance Assessment Rating System (CPARS) is an automated, internet information system accessible via the Internet that maintains reports of contractor performance for each contract/task order. CPARS is located at <http://www.cpars.mil>. Further information on CPARS is available at that website.
- (b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.
- (c) The contractor may request a meeting to discuss the CPARS. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPARS. A meeting will then be held during the contractor's 30-day review period.
- (d) The CPARS system requires the Contractor to assign the contractor a Userid and password in order to view and comment on the evaluation. Provide the name(s) of (at least one individual (no more than three) that will be assigned as your Defense Contractor Representative for CPARS. Name (Phone E-mail Address) (optional)

PURCHASING OFFICE REPRESENTATIVE:

Name: Mr. S.C. Bray Jr.  
Title: Purchasing Manager  
300 Highway 387  
Camp Hill, PA 17011

EXPIRED CONTRACT CLOSURE (N/A/SEA) (DEC 1985)

- (a) As part of the required final price or cost estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of contract closure. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract except that amounts contracted in any way with taxation, obligations of fraud and/or activities otherwise shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be owed by that party shall be considered to the extent permitted by law.
- (b) The agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

Extended Work Week (EWW)

If continued support (beyond a standard 40-hour work week) is necessary to support the requirements, SAAC employees may be required to work an Extended Work Week (beyond an excess of 40 per week). This Extended Work Week requires SAAC management approval and is utilized where exempt staff are required to work extended hours due to an accelerated project schedule or exigent circumstances, or to work in conditions under which the employer cannot dictate his/her personal work schedule.

For Extended Work Week, exempt staff are paid, and SAAC shall be entitled to reimbursement for a pro rata share (straight time) of their weekly salary based on the extended hours worked.

Additionally, and in accordance with the Fair Labor Standards Act, SAAC will bill the Government for authorized overtime in those cases where non-exempt SAAC employees are required to support Government tasks outside of an eight-hour work day and/or forty-hour work week.

Government Support:

In accordance with DFARS 252.225-7040, SAAC employees, subcontractors and consultants deploying with or otherwise providing support to the Government as a result of operations shall be integrated into the Government contingency plans and afforded the same rights, privileges and protections as U.S. Government personnel. At a minimum, the Government shall provide the following support:

- Security
- Standard medical and dental care, in addition to emergency medical care evacuation
- Housing (on a temporary basis) with US Government or local facility accommodations
- Chemical/Biochemical/Biological Warfare (CBW/BP) protective equipment suits, including all wear garments (and associated training)
- Air transportation as required
- Travel to and from the theater of operations
- Miss facilities
- All required vaccinations (including hepatitis and measles)
- Processing at US Military Facility prior to deployment (including housing and meals while at the facility)

If the Government's fails to provide any of the support listed above or listed elsewhere in this contract, SAAC may, at its discretion, either (i) withdraw the affected employees from the theater of operations or (ii) obtain such support from other sources, in which event it will be entitled to an equitable adjustment.

Official Travel Documentation (Bachelard Travel Orders (BTO) or Contractor Letter of Identification)

Applicable travel documentation (BTO) will be issued by the Government prior to departure and the cost of the documentation is fully reimbursable under the Contract. Further, the Government will issue Letters of Identification for Contingency – Official Travel of Government Contractor (LIG) for the Contractor employees to travel on military aircraft. The cost of additional insurance for Contractor employees traveling on military aircraft is a cost that will be charged to the Contract as a result of Government authorized deployment.

Should transportation via military aircraft not be available, SAAC may travel by commercial means if available or charter airplanes to transport equipment and people. This will be an allowable charge under the contract and fully reimbursable.

Each employee shall receive a DD Form 489 (Status Conviction Identity Card for Personnel who Accquire the Armed Forces) or a DD Form 2794 (Civilian Geneva Convention Identification Card) to assist in establishing an employee's legal status in the event of capture. Each employee will also require a DD Form 1171 (Uniformed Services Identification and Privilege Card), which is required for access to facilities and use of privileges such as commissary, exchange, Morale, Welfare and Recreation, and medical privileges while deployed abroad and identification tags.

Work Allow:

The in-country team will not be required to wear Battle Dress Uniform (BDU), but will dress in appropriate civilian attire.

Export Control:

SAAC will comply with all U.S. export, re-export and sanctions regulations that in effect with respect to the work locations and with respect to U.S. origin commodities and services supplied pursuant to this proposal for which SAAC is the exporter of record. SAAC will also comply with any additional export or import control requirements of countries from which U.S. origin commodities and services originate. To the extent that the services and commodities requested hereunder are or may be eligible for EAR exemptions or EAR exceptions, SAAC requires assistance if necessary to secure and maintain the eligibility for such exemptions or exceptions.

Facilities, Housing and Housing Security:

SAAC's proposal is based on the assumption that the Government will provide all necessary facilities, housing and housing security required for completion of the requirements as stated in the SOW.

Taxes:

The estimated contract price including the prices in any subcontract, does not include any income tax, payroll tax or withholding tax which could be incurred by SAAC as a result of this contract, nor does it include any other taxes, duties, assessments, taxes, or similar charges (including, but not limited to, customs charges, taxes and/or duties in form of third parties, other withholding taxes, gross receipts taxes, savings bonds, social charges, property taxes, purchase or sales taxes, value added taxes, goods and services taxes, stamp or documentary taxes, import taxes, import tariffs, export taxes, export tariffs, credit tax issues, payroll taxes, employment related costs and other taxes that either party may be considered to be the master parties to be).

If SAAC, its subcontractors, or their respective employees are required to pay any Foreign Taxes or any penalties and/or interest assessed with respect to Foreign Taxes (hereinafter "Foreign Penalties") the estimated contract price shall be correspondingly increased to reimburse SAAC for the full amount of Foreign Taxes or Foreign Penalties. If SAAC, its subcontractors, or their respective employees are required to file a return or report with respect to any Foreign Taxes, the estimated contract price shall be correspondingly increased to reimburse SAAC for the full cost to prepare and file any return or report ("Foreign Return Charges"). If in further pay

If SAAC is required to collect VAT or similar sales or use taxes, SAAC will charge the Government such amount as a separate item on its invoice or provide a separate invoice if no further invoices are issued under the contract. If SAAC is not registered to collect VAT or similar taxes, the Government will pay such amounts directly to the taxing authority.

Foreign Taxes and Foreign Government to be fully defined as that relating to any taxes or any Government other than that of the United States.

If after the effective date of this Contract, there are any changes or developments which may result in an increase in any foreign taxes, and/or new foreign taxes or assessments are levied, or if the methods of administering any foreign taxes and assessments are changed, or if the rates of any foreign taxes and assessments are changed, and such new taxes, assessments, or changes result in an increase potential tax liability of SAAC, its subcontractors or their respective employees' financial responsibility hereunder, the estimated contract price shall be correspondingly increased.

Assets:

SAAC requires the Government provide the computer equipment, telephone, e-mail, internet access and mail services via the APO on the same basis as provided to the deployed unit. Adequate and secure workspace shall be provided to the deployed unit.

After-Import Laws and Regulations, Performance Index:

(a) The Contract terms and conditions (including all prices, delivery schedule and specifications) are based on the laws and regulations in effect on the contract date. Such terms and conditions will be appropriately adjusted or revised in the event any after-import national or local law, regulation, ordinance or administrative action or their reasonable equivalent promulgated by the United States or the sovereign Government of non-U.S. location, the Customs Provisional Authority, or the Governing Council or recognized equivalent (hereinafter "after-import laws") take effect after the contract date and impact SAAC's costs or performance.

Security Manager Approval:

In the event SAAC is assigned otherwise assessed responsibility for the security of its personnel, the Government acknowledges that the SAAC Security Manager shall approve all aspects of its country work to be performed by SAAC personnel. In the event that SAAC's Security Manager determines, to his sole discretion, that a proposed activity, deployment or task violates the Security Program or would otherwise compromise the security of SAAC's in-country personnel, SAAC shall be excused from performance under this contract for the duration of such circumstances.

Other Direct Costs (ODCs):

Although ODCs have been proposed, all costs incurred to include but not limited to immigration and insurance due to any OCCONEC location deployment for this effort shall be reimbursable.

Vulnerability Registration:

The Government acknowledges that general performing under this task in a hostile environment may, at their sole discretion, require to be registered/checked in the United States. Should an individual require vulnerability registration, he individual will be required to comply with common of equal or greater technical capability.

Travel to High Risk Areas:

When travel to a designated high risk area is required by the task order, SAAC shall be allowed to bill, and will be reimbursed for, all allowable, allowable, and reasonable costs in accordance with the terms and conditions of the contract task order and FAR Part 31.

Accounting Data table with columns for date, amount, and description. Includes entries for 01/01/01, 01/02/01, 01/03/01, 01/04/01, 01/05/01, 01/06/01, 01/07/01, 01/08/01, 01/09/01, 01/10/01, 01/11/01, 01/12/01, 02/01/01, 02/02/01, 02/03/01, 02/04/01, 02/05/01, 02/06/01, 02/07/01, 02/08/01, 02/09/01, 02/10/01, 02/11/01, 02/12/01, 03/01/01, 03/02/01, 03/03/01, 03/04/01, 03/05/01, 03/06/01, 03/07/01, 03/08/01, 03/09/01, 03/10/01, 03/11/01, 03/12/01, 04/01/01, 04/02/01, 04/03/01, 04/04/01, 04/05/01, 04/06/01, 04/07/01, 04/08/01, 04/09/01, 04/10/01, 04/11/01, 04/12/01, 05/01/01, 05/02/01, 05/03/01, 05/04/01, 05/05/01, 05/06/01, 05/07/01, 05/08/01, 05/09/01, 05/10/01, 05/11/01, 05/12/01, 06/01/01, 06/02/01, 06/03/01, 06/04/01, 06/05/01, 06/06/01, 06/07/01, 06/08/01, 06/09/01, 06/10/01, 06/11/01, 06/12/01, 07/01/01, 07/02/01, 07/03/01, 07/04/01, 07/05/01, 07/06/01, 07/07/01, 07/08/01, 07/09/01, 07/10/01, 07/11/01, 07/12/01, 08/01/01, 08/02/01, 08/03/01, 08/04/01, 08/05/01, 08/06/01, 08/07/01, 08/08/01, 08/09/01, 08/10/01, 08/11/01, 08/12/01, 09/01/01, 09/02/01, 09/03/01, 09/04/01, 09/05/01, 09/06/01, 09/07/01, 09/08/01, 09/09/01, 09/10/01, 09/11/01, 09/12/01, 10/01/01, 10/02/01, 10/03/01, 10/04/01, 10/05/01, 10/06/01, 10/07/01, 10/08/01, 10/09/01, 10/10/01, 10/11/01, 10/12/01, 11/01/01, 11/02/01, 11/03/01, 11/04/01, 11/05/01, 11/06/01, 11/07/01, 11/08/01, 11/09/01, 11/10/01, 11/11/01, 11/12/01, 12/01/01, 12/02/01, 12/03/01, 12/04/01, 12/05/01, 12/06/01, 12/07/01, 12/08/01, 12/09/01, 12/10/01, 12/11/01, 12/12/01.



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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### MANDATORY REQUIREMENTS

The following are mandatory requirements that must be met for an offeror to be considered eligible for the order and must be maintained through the life of the order:

1. The contractor's facility (if necessary) supporting this requirement must have or be eligible to obtain a facility clearance and storage capability up to the SECRET level for both processing and storage.

### ALLOTMENT OF FUNDS ALTERNATE I (MAY 1993) (NAVSEA 5252.232-9104)

(a) This contract is incrementally funded with respect to both cost and fee. The amounts presently available and allotted to this contract for payment of base fee, if any, and award fee are set forth below. Base fee amount is subject to the clause entitled "FIXED FEE" (FAR 52.216 8). Award fee amount is subject to the requirements delineated in Section B of this solicitation. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232 22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232 22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows: \*

**\*see sections F & G**

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232 20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232 21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

### GOVERNMENT FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)(NAVSEA 5252.245-9108)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Task Order Manager, via the cognizant Procuring Contract Office (NSWC Crane), the Government will furnish the following for use in the performance of this task order:

\*To be identified upon issuance of Technical Instruction (TI).

### TECHNICAL INSTRUCTIONS (MAY 1993) (NAVSEA 5252.242-9115)

(a) Performance of the work hereunder shall be subject to written technical instructions/technical direction letters signed by the Task Order Manager specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details

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or otherwise serve to accomplish the contractual statement of work.

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

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction/technical direction letters calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Procuring Contracting Officer (NSWC Crane) in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction/technical direction letter unless and until the Contractor is notified by the Procuring Contracting Officer (NSWC Crane) that the technical instruction is within the scope of this task order.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement, which is not affected by the disputed technical instruction.

#### H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

#### H30S LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JUN 2004)

This task order is incrementally funded and the amount currently available for payment hereunder is limited to \*\* inclusive of fee, profit and all other charges. The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this task order.

**\*\* see general information sheet**

#### H81S TRAVEL COSTS AND RESPONSIBILITIES

(a) Performance under this task order may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel.

This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the task order in accordance with FAR subpart 31.2 or 31.3 as applicable.

#### H83S SERVICE CONTRACT ACT WAGE DETERMINATION (JUN 2004)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided as attachments in Section J.

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#### HC25S ACCESS TO GOVERNMENT SITE (JUN 2004)

- (a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption.
- (b) Contractor personnel shall bear personal protective equipment in designated areas.
- (c) All contractor equipment shall be conspicuously marked for identification.
- (d) The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

#### HG10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2004)

- (a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

#### HP10S OPTION TO EXTEND THE TERM OF THE TASK ORDER

This task order is renewable at the prices stated in Section B of the Contractor's proposal, at the option of the Government. The Contracting Officer shall give written notice, to the Contractor, of Option I renewal within 365 days from effective date of task order award. Such a preliminary notice of intent to renew shall not be deemed to commit the Government to renewals. If the Government exercises this option for renewal, the task order as renewed shall be deemed to include this option provision however, the total duration of this task order, including the exercise of any options under this clause, shall not exceed 60 months.

#### WORK WEEK

- (a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week shall be Monday through Friday for all straight time worked. No deviation in the normal workweek will be permitted without express advance approval in writing by the designated Ordering Officer with coordination of the using departments. In the event that the contractor fails to observe such normal work week, any costs incurred by the Government resulting therefrom, shall be chargeable to the contractor. Work on Center shall be performed during the normal work hours at that location unless differing hours are specified on the individual delivery orders.

For purposes of scheduling personnel, the contractor is hereby advised that the Government Installation will observe Federal Government holidays. The contractor is further advised that access to the Government installation may be restricted on these holidays:

- New Years Day
- Birthday of Martin Luther King, Jr.
- Washington's Birthday
- Memorial Day

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- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

(b) In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to leave or indirect charges in accordance with the company policy.

#### HQ-C-2-0014 CONTRACTORS PROPOSAL (NAVSEA) (SEP 1990)

(a) Performance of this task order by the Contractor shall be conducted and performed in accordance with detailed obligations to which the contractor committed itself in proposal dated September 12, 2007 in response to NSWC Crane solicitation N00024-07-R-3491.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-08) clause of this task order. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause following "The Specifications" in order of precedence.

#### AWARD TERM CLAUSE

In addition to the terms set forth elsewhere in the Task Order (TO), the contractor may earn an extension or reduction to the TO period from a minimum of 1 to a maximum of 5 years on the basis of performance during the evaluation periods. The contractor is evaluated during the first year of performance, but extensions or reductions start in the second year. The first evaluation period will be from date of award through six months following the date of award with subsequent evaluations being conducted every year thereafter. If the contractor scores 15 or more points in the first year of the basic ordering period, the contractor keeps both years 1 and 2. If contractor scores 25 or higher points in the second year of the basic ordering period, the contractor earns award term I. If contractor earns 25 or higher points in the award term I, the contractor earns award term II, and if contractor earns 25 or higher points in award term II, the contractor earns award term III. The TO period may also be reduced on the basis of the contractor's performance against the stated performance parameters. If contractor scores less than 15 points in the first year of the basic ordering period, the contractor will lose the second year of the basic ordering period.

EVALUATION PERIOD	POINTS EARNED	BASE PERIOD (BP) & AWARD-TERM (AT) EARNED
Months 1-6	0-14	BP 1 Only
Months 1-6	15-30	BP's 1 & 2
Months 7-12	0-24	BP's 1 & 2 only
Months 7-12	25-30	BP's 1 & 2 and AT I
Months 13-18	0-24	BP's 1 & 2 and AT I only
Months 13-18	25-30	BP's 1 & 2 and AT I and II
Months 19-23	0-24	BP's 1 & 2 and AT's I and II only
Months 19-23	25-30	BP's 1 & 2 and AT's I, II and III

Points are awarded during each year of the TO on the basis of how the contractor has performed against the predetermined criteria. The TO period is then extended or reduced to reflect this assessment. The time specified for period of evaluation will insure the Government has sufficient time to solicit and award a new task order should the

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contractor not earn an award term.

(a) Award Term. The award-term concept is an incentive that permits extension of the TO period beyond the base period of performance for superior performance or reduction of the TO period of performance because of poor performance.

(b) Term Points. Points are earned during each evaluation period on the basis of the contractor's performance. Contractor must earn 25 in any single basic ordering period or subsequently awarded award-term for an additional term extension. Contractor earning less than 15 points in the first period of the basic ordering period will lose the second year of the basic ordering period.

(c) Monitoring of Performance. The contractor's performance will be continually monitored by the performance monitors whose findings are reported to the Award-Term Review Board (ATRB). The ATRB recommends an award term to the Term Determining Official (TDO), who makes the final decision on the award-term amount on the basis of the contractor's performance during the award-term evaluation period.

(d) Award-Term Plan. The evaluation criteria, the associated points, and the associated award-term extensions or reductions are specified in the award-term plan.

(e) Modification of Award-Term Plan. Changes may be made to the award-term plan at any time during TO performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial award-term plan remains in effect.

(f) Self-Evaluation. The contractor will submit to the CO, within 5 working days after the end of each award-term evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall be limited to 5 pages. It will be used in the ATRB's evaluation of the contractor's performance during this period.

(g) Disputes. Decisions regarding the award term, including—but not limited to—the amount of the award term, if any; the methodology used to calculate the award term; calculation of the award term; the supplier's entitlement to the award term; and the nature and success of the contractor's performance, are made by the TDO. These decisions are final and are not subject to dispute.

(h) Award-Term Extension. The TO period may be modified to reflect the TDO decision. The total TO ordering period, including extensions under this clause, will not exceed 5 years, or the time remaining on the contractor's SeaPort-e contract, including exercised award-terms. The award-term provision must be included in the solicitation and resulting TO. If at any time the contract period does not extend more than two years from the TDO decision, the operation of the award-term provision will cease and the ordering period will not extend beyond the term set at that time.

## AWARD TERM PLAN

### 1.0 INTRODUCTION

This is the basis for evaluating of the contractor's performance and for presenting an assessment of that performance to the term-determining official (TDO). The evaluation for the number of term points to be awarded will begin at the start of the contract.

Award-term contracting is effective when performance metrics are objective, a long-term business relationship is of value to the government and to the contractor, and the expected outcomes are known up-front. The specific criteria and procedures used for assessing the contractor's performance and for determining the award term earned are described herein. All TDO decisions regarding the award-term points—including, but not limited to, the number of points, if any; the methodology used to calculate the points; the calculation of the points; the contractor's entitlement to the points; and the nature and success of the contractor's performance—are final and not subject to dispute.

The award term will be provided to the supplier through unilateral contract modifications based upon points earned as determined by the TDO.

### 2.0 ORGANIZATION



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The award-term organization includes the TDO and an Award-Term Review Board (ATRB) consisting of a chairperson, the contracting officer, a recorder, other functional area participants, advisory members, and the performance monitors.

### 3.0 RESPONSIBILITIES

- a. Term-Determining Official. The TDO approves the award-term plan and any significant changes to it. The TDO reviews the recommendations of the ATRB, considers all pertinent data, and determines the earned award-term points for each evaluation period. The TDO appoints the ATRB chairperson.
- b. Award-Term Review Board Chairperson. The ATRB chairperson chairs the meetings of the ATRB and appoints the non-mandatory members of the board and the performance monitors. The ATRB chairperson briefs the TDO on recommended earned term amounts and the contractor's overall performance and recommends award-term plan changes to the TDO.
- c. Award-Term Review Board. ATRB members review performance monitors' evaluation of the contractor's performance, consider all information from pertinent sources, prepare interim performance reports, and arrive at the earned award-term points recommendation to be presented to the TDO. The ATRB will also recommend changes to this plan. An initial assessment of the contractor's performance will be done after the first six months. Subsequent evaluations will be conducted every year thereafter.
- d. ATRB Recorder. The ATRB recorder is responsible for coordinating the administrative actions required by the performance monitors, the ATRB, and the TDO.
- e. Contracting Officer (CO). The CO is the liaison between contractor and government personnel. Subsequent to the TDO decision, the CO evaluates the award-term points available and modifies the contract period of performance, if necessary, to reflect the decision.
- f. Performance Monitors. Performance monitors maintain written records of the contractor's performance in their assigned evaluation areas so that a fair and accurate evaluation is obtained. Monitors prepare interim and end-of-period evaluation reports as directed by the ATRB.

### 4.0 AWARD-TERM PROCESSES

- a. Available Award-Term Points. The earned award-term points will be based on the contractor's performance during each evaluation period. Contractor must earn adequate positive points (e.g., +25 each year) for a one-year term extension, while contractor's failing to accumulate minimum positive points in the first year of the basic ordering period (e.g., +15) results in a one-year reduction in the basic ordering period.
- b. Evaluation Criteria. If the CO does not give specific notice in writing to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the following award-term evaluation period. Modifications to the plan shall take effect in the next evaluation period.
- c. Interim Evaluation Process. Interim evaluations will be conducted at least every six months. At the discretion of the TDO, interim evaluations may take place more frequently (e.g., at major milestones). The ATRB recorder notifies ATRB members and performance monitors 14 calendar days before the midpoint of the evaluation period. Performance monitors submit their evaluation reports to the ATRB 21 calendar days after this notification. The ATRB determines the interim evaluation results and notifies the contractor of the strengths and weaknesses for the current evaluation period. The CO may also issue letters at any other time when it is deemed necessary to highlight areas of government concern.
- d. End-of-Period Evaluations. The ATRB recorder notifies ATRB members and performance monitors 14 calendar days before the end of the evaluation period. The contractor presents its self-assessment to the CO within five working days after the end of the evaluation period. This written assessment of the contractor's performance throughout the evaluation period may also contain any information that could be reasonably expected to assist the ATRB in evaluating its performance. The self-assessment may not exceed 5 pages. Performance monitors submit their evaluation reports to the ATRB 14 calendar days after the end of the evaluation period. The ATRB forwards copies to the contractor. The performance monitors provide oral presentations to the ATRB 21 days after the end of evaluation period. The contractor is then given an opportunity to address the performance monitor evaluations. The

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ATRB prepares its evaluation report and recommendation regarding earned or unearned award-term points. The ATRB briefs the evaluation report, and recommendation to the TDO within 30 calendar days after the end of the evaluation period. The TDO determines the overall award-term points for the evaluation period within 45 calendar days after each evaluation period. The TDO letter informs the contractor of the earned award-term points for the evaluation period. Upon the contractor's earning of sufficient award term-points, the CO issues a contract modification within 15 calendar days after the TDO's decision is made authorizing an award extension or reduction based on the earned or unearned award-term points.

5.0 AWARD-TERM PLAN CHANGE PROCEDURE Proposed changes to the award-term plan will be bilateral. If either party desires a change to the award-term plan and a mutual agreement cannot be reached, the original award-term plan will remain in effect.

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## SECTION I CONTRACT CLAUSES

Note: All the provisions and clauses of SECTION I of the basic contract apply to this task order unless otherwise specified.

52.222-41 Service Contract Act of 1965, as Amended (JUL 2005)

Add the following FAR and DFARS clauses to Section I, Contract Clauses:

- FAR 52.228-3 Workers' Compensation Insurance (Defense Base Act) (Apr 1984)
- DFARS 252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside The United States (Jun 2006)
- DFARS 252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (Mar 2006)
- DFARS 252.228-7003 Capture and Detention (Dec 1991)

Clauses Incorporated by Full Text:

### **252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.**

As prescribed in 225.7402-4(a), use the following clause:

#### CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (MAR 2008)

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

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) *General.*

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

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(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

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- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals. However, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Pre-deployment requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S.

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diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) *Processing and departure points.* Deployed Contractor personnel shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.*

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall—

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

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(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The *[Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer]* may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

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(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations; or
- (3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)



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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - CDRLs A001 - A007 (Aug 08, pgs. 7)

Attachment 2 - CDRLs A008 - A013 (Aug 08, pgs. 6)

Attachment 3 - Customer Satisfaction Survey (Jun 08, pgs. 6)

Attachment 4 - CFC FRAGO 09-1038 Contractor Care in the USCENCOM AOR (July 06, pgs.

9)Attachment\_5\_Funding\_Notification\_Letter\_Example (July 09)

Attachment\_6\_Funding\_Notification\_CDRL\_B011 (July 09)