

2. AMENDMENT/MODIFICATION NO. 09	3. EFFECTIVE DATE 23-Apr-2013	4. REQUISITION/PURCHASE REQ. NO. PR: 1300343140	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR-Systems Center Lant (CHRL) P.O. BOX 190022 North Charleston SC 29419-9022 john.w.osullivan@navy.mil 843-218-5591	CODE N65236	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORP 1710 SAIC Drive McLean VA 22102-3703	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. <input checked="" type="checkbox"/> N00178-04-D-4119-V707 10B. DATED (SEE ITEM 13) 04-Sep-2009
CAGE CODE 5UTP8 FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232.20

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Carol A Lloyd, Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA BY /s/Carol A Lloyd (Signature of Contracting Officer)	16C. DATE SIGNED 23-Apr-2013

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GENERAL INFORMATION

The purpose of this modification is to de-obligate and realign funding against ACRN AG, accordingly, said Task Order is modified as follows: Deobligation of Labor CLIN 4002, SLIN 400201 ACRN AG of \$615,000.00 and a realignment adjustment of ODCs CLIN 6002, SLIN 600201 ACRN AG of \$115,000.00. A conformed copy of this Task Order is attached to this modification for informational purposes only. 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 [REDACTED] by [REDACTED].

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400201	TBD	[REDACTED]	[REDACTED]	[REDACTED]
600201	TBD	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED] by \$0.00 to [REDACTED].

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Base Year Labor CLIN (TBD)	█	█	█	█	█
400001	JON: DG6VSM8SCF REQN: N65236-9160-C010 (TBD)					
400002	JON: DG6VSX9SEA DOC: MIPR9G888J7484 / AA REQN: N65236-9271-C009 (TBD)					
4001	Option Year 1 Labor CLIN (TBD)	█	█	█	█	█
400101	JON: DG6VSX9DON DOC: MIPR9L492J7830 / AA REQN: N65236-9271-C007 (TBD)					
400102	JON: DG6VSX9SEA DOC: MIPR9G888J7484 / AA REQN: N65236-9271-C009 (TBD)					
400103	JON: DG6VSX8MTT DOC: MIPR8L492J7721 / AA REQN: N65236-9271-C011 (TBD)					
400104	DOC: MIPR0A888J7039 / AA PR: 1300144859 (TBD)					
4002	Option Year 2 Labor CLIN (TBD)	█	█	█	█	█
400201	DOC: MIPR0A888J7039 / AA PR: 1300144859 (TBD)					
400202	PR 1300170598 (TBD)					

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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Base Year ODC CLIN (TBD)	1.0	LO	██████████
600001	JON: DG6WFX9SEA DOC: M6785409RCAAF85/ AA REQN: N65236-9271-C006 (TBD)			
6001	Option Year 1 ODC CLIN (TBD)	1.0	LO	██████████
600101	JON: DG6WFX9SEA DOC: M6785409RCAAF85 / AA REQN: N65236-9271-C006 (TBD)			
600102	JON: DG6VSX9PRT DOC: MIPR9L369J7772 / AA REQN: N65236-9271-C008 (TBD)			
600103	DOC: MIPR0A888J7039 / AA PR: 1300144859 (TBD)			
6002	Option Year 2 ODC CLIN (TBD)	1.0	LO	██████████
600201	DOC: MIPR0A888J7039 PR: 13000144859 (TBD)			
600202	PR 1300170598 (TBD)			

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

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

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

Total Staff-Hours (X)* Total Prime Staff-Hours Fixed Fee**
*(inclusive of Prime and any proposed Subcontractor(s))

Base Period	157,248	Total Staff Hrs	\$ ██████████	Fixed Fee
Option 1	157,248	Total Staff Hrs	██████████	Fixed Fee
Option 2	157,248	Total Staff Hrs	██████████	Fixed Fee

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**Contractor is to identify basis for fixed fee amount: 348,192 Prime Hours Only 471,744 Total Staff-Hours

The Contractor agrees to provide the total level of effort specified above in performance of work described in Sections "B" and "C" of this contract.

(b) Of the total staff-hours of direct labor set forth above, it is estimated that ZERO staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

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

- (1) If the Contractor has provided not more than 105% of X or not less than 95% of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.
- (2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, performance shall not extend beyond 30 September. In no event shall the Contractor be required to provide more than 105% of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.
- (3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.
- (4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than 95% of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work. The total fee due the contractor shall be adjusted so as to be in direct proportion to the number of direct hours utilized in the same ratio of fee to the estimated total hours then set forth in the contract.
- (5) Nothing herein contained shall, in any way, abrogate the Contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.

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

- (1) The total number of staff-hours of direct labor expended during the applicable period.
- (2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.
- (3) A breakdown of other costs incurred.
- (4) The Contractor's estimate of the total allowable cost incurred under the contract for the period.

In the case of a cost under-run, the Contractor shall submit the following information in addition to that required above:

- (5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.
- (6) A calculation of the appropriate fee reduction in accordance with this clause.

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

ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the multiple types of funds that will be used under this order.

LIMITATION OF LIABILITY – INCREMENTAL FUNDING

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to [REDACTED]. It is estimated that these funds will cover the cost of performance through 11 NOV 2011 Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of [REDACTED] shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

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CLIN	TOTAL CPFF	FUNDS THIS ACTION	TOTAL FUNDS AVAILABLE	BALANCE UNFUNDED
4000	\$8,775,605.00	\$0.00	\$8,775,605.00	\$0.00
6000	\$1,734,264.00	\$0.00	\$1,676,291.48	\$57,972.52
4001	\$4,592,804.70	\$0.00	\$4,592,804.70	\$0.00
6001	\$1,734,264.00	\$0.00	\$1,571,217.64	\$163,046.36
4002 -OY2	\$13,697,345.30	(\$615,000.00)	\$8,431,722.78	\$5,265,622.52
6002 -OY2	\$1,734,264.00	\$115,000.00	\$1,362,018.88	\$372,245.12
TOTAL	\$32,268,547.00	(\$500,000.00)	\$26,409,660.48	\$5,858,886.52

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-302 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998)

Work under this contract shall be performed in accordance with the following Performance Work Statement (PWS):

SPAWARSYSCEN-ATLANTIC, Code 5.3.1.6, Engineer Center of Excellence, Counter Improvised Explosive Device Training Support

1.0 INTRODUCTION

The Department of the Navy, Space and Naval Warfare Systems Center Atlantic is acquiring Counter Improvised Explosive Device (CIED) Tactical Training support services for the C4I Division. These support services will be performed on a continuous basis at Camp LeJeune, NC; Camp Pendleton, CA; Twentynine Palms, CA; and Bridgeport, CA.

2.0 BACKGROUND

SPAWAR SCA, Code 5.3.1.6 is charged with supporting instructional staffing for Counter IED Training for I, II, and III Marine Expeditionary Forces (MEFs) and MARFORRES in support of the Improvised Explosive Device Defeat (IED-D) Mobile Training Teams (MTTs) and Train the Trainer (T3) Programs.

3.0 SCOPE

The staff shall be required to deliver the skills necessary to instruct Marines deploying into CENTCOM's area of responsibility on the following established Master Lesson Files (MLFs) listed below:

- MLF-1: *Individual Preparedness for Improvised Explosive Device-Defeat* (Published)
- MLF-2: *Small Unit Leader Considerations for Movement In An IED Environment* (Published)
- MLF-3A: *Counter Radio Controlled IED Electronic Warfare (CREW) Operators Course* (Published)
- MLF-3B: *CREW Leaders Course* (Published)
- MLF-5: *Route Clearance Operations In An Explosive Hazard Environment* (Published)

In addition to the instructional staff, the contractor shall support the evaluation and assessment team located at MCB Twentynine Palms, CA and Mountain Warfare Training Center Bridgeport, CA. The contractor shall support the Marine Corps' Training and Education Command (TECOM) and the Marine Corps Engineer Center of Excellence (ECO) with instructional logistics and documentation support.

All instructors shall be approved by the Director, ECOE prior to their assignment to duty by the contractor. All instructors shall meet the applicable skill requirements set forth by the Director, ECOE within 30 days of assignment. .

Due to real world events, activity under this contract may involve foreign travel. Accordingly, Contractor personnel will require: (1) Medical screenings and immunizations in accordance with SPAWARSYSCENLANTINST 12910.1; (2) Passports and/or visas; (3) Government Issued Common Access Card and (4) Official Government Orders for overseas deployments.

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In addition, the staff shall be required to develop and maintain the currency, relevancy, and accuracy of all established ECOE IED-D Master Lesson Files.

4.0 PLACE OF PERFORMANCE

Work shall be performed at the following Marine Corps Bases:

- a. Camp Pendleton, CA
- b. Camp LeJeune, NC
- c. Twentynine Palms, CA
- d. Mountain Warfare Training Center, CA
- e. Contractor Facility

5.0 APPLICABLE DIRECTIVES / REFERENCES

The contractor shall adhere to the following documents in accordance with paragraph 8.0, Performance Requirements:			
Document Type	No./Version	Title	Date
SPAWARSYSCENLANTINST	12910.1	Deployment of Personnell and/or Contractor Employees to Specific Mission Destinations	03/30/2009
USMC SAT Manual		Program Management Marine Corps Systems Approach to Training (SAT) Manual	10/2003
MCTIMS Software		Manual and the Marine Corps Training Information Management System (MCTIMS)	01/2006

6.0 SECURITY

Contractor's request for visit authorization shall be submitted in accordance with DOD 5220.22M (Industrial Security Manual for Safeguarding classified Information) not later than one week prior to visit. Request shall be forwarded via Space and Naval Warfare Systems Center (PO Box 190022, North Charleston, SC 29419-9022) Attn: Security Office, for certification of need to know by the specified COR/Task Order Manager (TOM). All personnel performing classified tasks under this project shall be cleared to a minimum of SECRET.

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7.0 COR DESIGNATION/TASK ORDER MANAGER

The COR/Task Order Manager for this Task Order is: Toby Straight, Code 5.3.1.6, toby.straight@navy.mil, 843-218-5373.

8.0 PERFORMANCE REQUIREMENTS – (JIEDDO FUNDING)

8.1 Curriculum Development Joint Explosive Device Defeat Organization (JIEDDO) Funding. The contractor shall be responsible for developing and maintaining all curricula to include lesson plans and student outlines in accordance with the Marine Corps Systems Approach to Training (SAT) Manual and the Marine Corps Training Information Management System (MCTIMS). This curriculum will be approved by Training and Education Command (TECOM).

The contractor will be responsible for the reproduction of approved training material in hardcopy student hand outs and electronic media format in .pdf file.

The contractor will provide individuals who are well versed in the Systems Approach to Training (SAT) to coordinate, review and work with TECOM to ensure all curriculum developed specifically for the C-IED is approved. These individuals will have an exceptional knowledge of the Marine Corps Training and Education System.

CDRL A002, Student Handouts will be delivered in accordance with paragraph 15 in this PWS. CDRL A003, Instructor Lesson Plan will be delivered in accordance with paragraph 15 in this PWS.

8.2 Formal Instruction (JIEDDO Funding). The contractor shall be responsible for providing on-site instructors to provide formal instruction for established courses, New Equipment Training (NET), sustainment training, and training as assigned. These tasks will include, but will not be limited to providing students with:

- The knowledge and skills to install, operate and maintain current Marine Corps CREW systems;
- Hands-on time (practical application) to practice their skills prior to testing;
- Performance tests; and
- Evaluation of skills.

In addition, instructors shall be expected to:

- Participate in and provide feedback during ECOE staff meetings and planning sessions;
- Complete an After Instruction Report (AIR) per the Systems Approach to Training (SAT) Manual at the conclusion of each training event, CDRL A004, AIR will be delivered in accordance with paragraph 15 in this PWS;
- Comply with appropriate clothing and grooming standards as prescribed in the dress code implemented by the Director, ECOE OIC; and
- Assist the ECOE staff with classroom setup/teardown, equipment movement and equipment maintenance.

The contractor will provide extensive academic, training, analytical, financial, information technology, explosive hazard SME and program management services to the Marine Corps ECOE to support the development and implementation of IED-D courseware, training standards, test methodologies, training media, training aids, tactics techniques and procedures (TTP) and to provide

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service representation at JIEDDO and other joint and service IED-D forums to support the operation of the Marine Corps ECOE as specified below.

8.3 Technical and Program Management Support (JIEDDO funding)

Major tasks will have similar work performed by the contractor using assigned personnel as needed to complete work on tasks as described below:

- Provide general analytical and management support as required.
- Assist with staff coordination between the ECOE and Headquarters, U.S. Marine Corps Deputy Commandants, Marine Corps Combat Development Command (MCCDC), Training and Education Command (TECOM) and Marine Corps Systems Command (MCSC), Training Command (TCOM), Marine Corps Warfighting Laboratory (MCWL), Joint Explosive Device Defeat Organization (JIEDDO), Counter Explosive Hazards Center and other Service and Joint stakeholders.
- Provide technical representation at IED-D Joint, other Service and Marine Corps forums, meetings, conferences, Integrated Product Team (IPTs) and Working Groups.
- Participate in program reviews and support meetings. Develop, update and maintain project status briefs, milestone charts and presentation material.
- Provide extensive academic, training, explosive hazard and analytical support/expertise in researching unclassified and classified IED-D data repositories, conduct comparative analysis to determine applicability of Allied, Joint and other service TTP(s) for Marine Corps to support assimilation into Marine Corps IED-D Course Curricula, Training and Readiness Manual, and Marine Corps Doctrinal Publications (MCDPs).
- Draft and assist with presentations and update briefings as directed.
- Conduct technical research as directed. This research shall include, but is not limited to the review of documents and the gathering of information on IED-D concepts and emerging technologies.
- Assist with the development and implementation of IED-D and Counter IED Radio-Controlled Electronic Warfare (CREW) Master Lesson Files.
- Provide academic expertise for the management of IED-D Programs of Instruction (POIs).
- Provide analytical, academic and training expertise to support conduct of a Front End Analysis (FEA) in accordance with Systems Approach to Training (SAT) to support program of instruction (POI) development.
- Provide analytical, training and academic expertise to support development of MCTIMS products and documentation to support IED-D Master Lesson File production.
- Provide financial expertise to support research, development and production of funding briefs, spreadsheets, tracking charts and financial documents/graphs to enable accurate tracking and management of obligation and expenditure rates for Marine Corps Operational and Maintenance (MCO&M) funds as well as JIEDDO funding.
- Coordinate with JIEDDO to assess applicability and utility of emerging IED-D technologies for use by Marine Corps Operating Forces.

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- Provide information technology/local area management expertise to support installation of software, setup and troubleshooting of contractor furnished and government procured hardware/software, training and education of support contractors and government personnel, website development/upkeep and helpdesk support.
- Provide editor writer expertise to support development and dissemination of ECOE Newsletter, IED-D news articles for publication in Department of Defense (DoD) and Marine Corps periodicals.
- Procure and/or lease and operate government furnished equipment to support the effective employment and operation of MTTs/T3 Program as required at designated bases and stations.
- Provide technical expertise to support receipt, storage, handling, inventory, emplacement/employment and disposal of battlefield/military simulators/effects in accordance with base orders and regulations as directed by authorized government personnel at designated bases and stations.
- Provide logistics/supply support expertise to assist Deputy Director, ECOE to establish positive control and accountability of all ECOE property.
- The contractor will interface with Engineer organizations, stakeholders and advocates to identify, document and register end user requirements.

Work under this order will be done during normal working hours when practical. However, due to operational requirements, schedules, and the availability of required resources and/or downtime of those resources, extended hours including weekend work may be required. Approval from the COR/TOM is required prior to any extended work week performance.

8.4 Process Improvement (JIEDDO Funding). The contractor shall be responsible for process review and improvement in executing Sub-Tasks 8.1 through 8.3 in support of ECOE with recommendations in changes to existing training material and methods of instruction.

9.0 GOVERNMENT FURNISHED INFORMATION

Established Programs of Instructions (POIs), to include the Lesson Plans, Student Handouts, and Power Point Slides, along with associated checklists, worksheets, and preparation guides, will be provided. The Government shall furnish access to Government owned databases, websites, documents, DSN telephone support and access to Navy Marine Corps Intranet. The Contractor shall shred schedules provided by the Government upon completion of work.

10.0 GOVERNMENT FURNISHED MATERIAL

Not Applicable to this task Order

11.0 GOVERNMENT FURNISHED EQUIPMENT

The government will furnish equipment (GFE) to support transportation requirements of Mobile Training Teams. GFE leased and/or procured will be in the custody of and operated by contract personnel to enable movement to and from training ranges aboard bases and stations.

The Government shall furnish training aids, uniform items, and personal protective equipment to support the training requirements of the Mobile Training Teams.

12.0 CONTRACTOR FURNISHED MATERIAL

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Contractor will procure on behalf of SPAWAR any required training aids/media, appropriate uniforms, equipment set-up/teardown and movement, hardware/software and project-related incidental material required to support the task. Contractor shall provide as a direct cost to this task ATV vehicles required for the movement of resources and assets such as materials and hardware as needed for the successful completion of this tasking.

Service for Blackberries and /or Cell phones will be required for the completion of these tasks. Justification: The contractor is required to respond and coordinate with the Project POC and various commands and agencies, including members of other Services, on USMC C-IED matters both on site and while on official travel.

13.0 CONTRACTOR FURNISHED EQUIPMENT

Not applicable to this task order.

14.0 TRAVEL REQUIREMENTS

Estimated Annual Travel:

	Travel Estimate		
# Trips	Location To / From	Number People	Number Days
4	Camp Lejeune, NC to Okinawa, Japan	8	14
8	Camp Lejeune, NC to Twentynine Palms, CA	2	15
8	Camp Lejeune, NC to Twentynine Palms, CA	2	5
8	Camp Lejeune, NC to Ft. Leonard Wood, MO	4	4
13	Camp Lejeune, NC to Ft. Leonard Wood, MO	3	5
12	Camp Lejeune, NC to Camp Pendleton, CA	8	7
16	Camp Lejeune, NC to Quantico, VA	8	5
26	Camp Lejeune, NC to Quantico, VA	4	5
2	Camp Lejeune, NC to Kuwait	4	14
6	Camp Lejeune, NC to Crystal, VA	2	4
4	Camp Pendleton, CA to Okinawa, Japan	8	14
8	Camp Pendleton, CA to Twentynine Palms, CA	4	5
2	Camp Pendleton, CA to Ft. Leonard Wood, MO	4	4
12	Camp Pendleton, CA to Camp Lejeune, NC	8	7
8	Camp Pendleton, CA to Quantico, VA	4	5
4	Camp Pendleton, CA to Kuwait	4	14
12	Twentynine Palms, CA to Camp Lejeune, NC	4	5
4	Twentynine Palms, CA to Quantico, VA	4	14
1	Camp Pendleton, CA to Afghanistan	1	10
1	Camp Pendleton, CA to Afghanistan	1	10
1	Camp Pendleton, CA to Afghanistan	1	35

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4	Camp Lejeune, NC to Republic of Georgia	6	21
2	Camp Lejeune, NC to Republic of Columbia	6	21
2	Camp Lejeune, NC to Macedonia	6	21
2	Camp Pendleton, CA to Japan	6	21
2	Camp Pendleton, CA to Korea	6	21
2	Camp Lejeune, NC to Czeck Republic	6	21
2	Camp Lejeune, NC to Puerto Rico	6	21

CDRL A006, Trip Report will be submitted in accordance with paragraph 15 of this PWS.

15.0 DELIVERABLES

CDRL	REQUIREMENT	DUE DATE
A001	Monthly Status Report	Due the 15th of the following month
A002	Student Handout	Due 15 working days from assignment (include with monthly report)
A003	Instructor Lesson Plan	Due 15 working days from assignment (include with monthly report)
A004	After Instruction Report	Due 15 working days from assignment (include with monthly report)
A005	Quarterly Training Reports	Due the 10 th of the following month
A006	Trip Report	Due 10 working days after return from travel

16.0 WORKLOAD ESTIMATE

Number of Man-hours:

- a. 161,280 Base Year
- b. 161,280 Option Year 1
- c. 161,280 Option Year 2

C-313 SECURITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 2

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involves access to and handling of classified material up to and including Secret.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer Code OA1, SPAWAR Systems Center Charleston, P.O. Box 190022, North Charleston, SC 29419-9022.

C-315 WORKWEEK (DEC 1999)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWAR Systems Center Charleston and its Detachments is Monday through Friday 0730 to 1600. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

Name of Holiday Time of Observance

New Year's Day 1 January

Martin Luther King Jr. Day Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day 4 July

Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

(b) If 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) If 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 the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

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C-317 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999)

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-719 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001)

(a) The Government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194) are applicable to this procurement:

The EIT to be provided under this contract has been designated as a National Security System.

The EIT acquired by the contractor is incidental to this contract.

The EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT Accessibility Standards.

The EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment.

Compliance with the EIT Accessibility Standards would impose an undue burden on the agency.

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____ The EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior to January 1, 2003.

(b) Notwithstanding that an exemption exists, the Contractor may furnish supplies or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

C-720 PERFORMANCE BASED REVIEW AND ACCEPTANCE PROCEDURES

This is a performance based order, as defined in FAR Part 37.6. Contractor performance will be reviewed in accordance with the Quality Assurance Plan as follows:

QUALITY ASSURANCE PLAN

(1) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Task Order Manager (TOM) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term.

(2) Performance Standards:

- a. The deliverables under this task order will be consistently technically accurate.
- b. The services delivered under this task order will be consistently of high quality.
- c. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).
- d. The contractor will be consistently responsive to Government customers in its performance of this task order.
- e. For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".

(3) Evaluation Methods: The TOM will conduct performance evaluations based on the standards in paragraph 2 above using the following technique:

- a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
- b. Every 12 months after the effective date of the task order, the TOM will prepare a Task Order Performance Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a. above.
- c. The TOM will upload the TOPE to the SeaPort Portal.

(4) Remedy

- a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the TOM will submit a negative TOPE on the SeaPort Portal for the applicable Performance Standard.

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b. This is a significant negative remedy as the TOPE is a key part of the Performance Monitoring process which:

- i. Provides input to the annual Contractor Performance Assessment Report (CPAR); and
- ii. Determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

C-325 KEY PERSONNEL

(a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The offeror agrees that during the first 60 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 60 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

[Contract officer insert personnel determined at time of contract award to be key personnel]

NAME	CONTRACT LABOR CATEGORY
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(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be

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terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

The following JCC-I/A special requirements are included for performance in Iraq or Afghanistan:

**952.222-0001, PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING
CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (AUG 2009)**

(a) All contractors (“contractors” refers to both prime contractors and all 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.

(b) 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.

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(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, including requirements for visas and work permits.

(c) 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.

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

- End -

952.223-0001, REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (MAR 2009)

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number:

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Contract Description & Location:

Company Name:

Reporting party -

Name:

Phone number:

e-mail address:

Victim -

Name:

Gender (Male/Female):

Age:

Nationality:

Country of permanent residence:

Incident -

Description

Location

Date and time

Other Pertinent Information:

- End -

952.225-0001, ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (FEB 2010)

(a) **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 U.S. CENTCOM, United States Forces – Iraq (USF-I) and United States Forces – Afghanistan (USFOR-A) Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, who will seek individual authorization to be armed under the provisions of this contract (requests for blanket authorization for groups or organizations will

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not be approved), comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.50, *Private Security Contractors (PSCs) Operating in Contingency Operations*;
- (2) DODI 3020.41, *Program Management for Acquisition and Operational Contract Support in Contingency Operations*;
- (3) DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*;
- (4) Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility
- (5) USFOR-A, FRAGO 09-206, Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operating Area - Afghanistan (CJOA-A)
- (6) USF-I OPORD 10-01, Annex C, Appendix 13
- (7) U.S. CENTCOM Message, *USCENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel and Contractors for Iraq and Afghanistan*, dated 23 Dec 2005
- (8) U.S. CENTCOM Message, *Modification to USCENTCOM Civilian and Contractor Arming Policy and Delegation of Authority for Iraq and Afghanistan*, dated 07 Nov 2006
- (9) U.S. CENTCOM Message, *Modification 3 to USCENTCOM Civilian and Contractor Arming Policy and Delegation of Authority in Iraq and Afghanistan*, dated 09 Jun 2009

(b) **Required Government Documentation.** An O-6 or GS-15 (or above) from the unit requesting the contractor security shall provide a description of the following to the arming approval authority via the contracting officer representative (COR) in sponsoring each individual request for arming (under paragraph (c) below):

- (1) The specific location where the PSC employee will operate;
- (2) The persons and/or property that require protection;
- (3) The anticipated threat;
- (4) The requested weapon type(s), including serial number when possible;
- (5) The reason current security/police forces are unable to provide adequate protection; and
- (6) Verification, under paragraph (e) below, that background checks have been conducted and that no records were found of convictions or other acts that should be known to the arming authority.

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(c) **Required Contractor Documentation.** Contractors and their subcontractors at all tiers that require arming approval shall provide to the arming approval authority via the COR consistent documentation (signed and dated by the employee and employer as applicable) for each of their employees who will seek authorization to be armed under the contract as follows:

(1) Weapons Qualification/Familiarization. All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and 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) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.

(4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.

(5) A copy of the contract between the contractor's company and the U.S. Government that verifies the individual's employment and addresses the need to be armed.

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

(7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior;

(d) The contractor will submit to the COR a communications plan that, at a minimum, sets forth the following:

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(1) The contractor's method of notifying military forces and requesting assistance where hostilities arise, combat action is needed or serious incidents have been observed;

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

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

(e) Prior to requesting arming approval, the contractor will submit to the COR 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):

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

(2) Verify with USF-I or USFOR-A, as applicable, that no employee has been barred by any commander within Iraq or Afghanistan; and

(3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies within 60 days of their arming request. While biometric collection and screening is voluntary, CORs will immediately notify the arming approval authority of any individuals who do not meet this requirement and any arming authorization will be revoked until all requirements are met.

(f) **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, training, arming authorization, and incident reporting requirements 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.

(g) **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,

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to the civil and criminal jurisdiction of the U.S. and Host Nation. "Host Nation" refers to the nation or nations where services under this contract are performed.

(h) **Lapses in Training or Authorization.** Failure to successfully retrain an employee who has been properly authorized to be 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 and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority. Additionally, the arming authority's authorization letter is valid for a maximum of twelve (12) months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training).

(i) **Authorized Weapon & Ammunition Types.** Unless DCDRUSCENTCOM (or a designee) expressly 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. Notwithstanding Host Nation laws or regulations that would allow use of heavier weapons by contract security/PSC, all DoD security service / PSC contractors must have weapons approved by DCDRUSCENTCOM (or a designee) before use. 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) U.S. government Ball ammunition is the standard approved ammunition.

(j) **Requirements for Individual Weapons Possession.** All employees of the contractor and its subcontractors at all tiers who are authorized to be 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) and subsequently authorized to carry;
- (2) Carry weapons only when on duty or at a specific post (according to their authorization);
- (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

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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 when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage when armed for personal protection.

(k) ***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.

(l) ***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 and/or otherwise trigger reporting requirements as serious incidents. 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.

(m) ***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.

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

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(o) **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
- (3) 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 (d).

(End)

952.225-0002, ARMED PERSONNEL INCIDENT REPORTS (JAN 2010)

(a) All contractors and subcontractors in the United States Forces-Iraq (USF-I) or United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting USF-I or USFOR-A forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective USF-I or USFOR-A Commanders relating to force protection and safety.

(b) **IRAQ:** Contractors shall provide all incidents and use of weapons firing incidents to the USF-I Contractor Operations Cell (CONOC) as soon as practical, based upon the situation, and submit a written report to CONOC within 4 hours. The initial report shall include the name of the company, location of the incident, time when the incident occurred, a brief description of the events leading up to the incident, and a company point of contact. A follow-up, comprehensive written report shall be provided to the CONOC within 96 hours of the incident. Reports shall be submitted to CONOC at: mncic3conoc@iraq.centcom.mil;, DSN 318-435-2369; Iraqna 0044 203 286 9851 or 0044 203 239 5894; or Skype: MNCICONOC.

(c) **AFGHANISTAN:** Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the PARC-A Chief of Operations and the JOC @ USFOR-A (JOC SHIFT DIRECTOR, DSN: 318-237-1761) Information should include: the

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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 PARC-A Chief of Operations in coordination with the JOC will issue guidance for further reporting requirements.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. 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 contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/JOC Watch.

(End)

952.225-0003, FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (APR 2010)

(a) 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. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, 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 protective's 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 electrophysiological 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

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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 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Annex Q to USF-I OPOD 10-01, FRAGO 897 to CJTF-82 OPOD 07-03, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) 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.

(d) 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.

(e) 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 4 June 2008, 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.

(1) Inpatient daily rate: \$2,041.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

(2) Outpatient visit rate: \$195.00. This includes diagnostic imaging, laboratory, pathology, and pharmacy provided at the medical facility.

(End)

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952.225-0004, COMPLIANCE WITH LAWS AND REGULATIONS (JAN 2010)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and 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 operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

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(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony 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)

952.225-0005, MONTHLY CONTRACTOR CENSUS REPORTING (MAR 2009)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

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- End -

952.225-0006, CONTRACT DELIVERY REQUIREMENTS (MAR 2009)

(a) **REQUIRED DELIVERY DATE:**

(b) **CONTRACTOR DELIVERY LOCATION:**

(c) **POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE:**

Name:

Phone No.: email:

(d) **FINAL DELIVERY DESTINATION:**

(e) **POINT-OF-CONTACT AT FINAL DESTINATION:**

Name:

Phone No.: email:

(f) **REQUIRING ACTIVITY:**

- End -

952.225-0007, MANDATORY SHIPPING INSTRUCTIONS (IRAQ) (FEB 2010)

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(a) United States Forces Iraq, Deputy Commanding General Advisory and Training (USF-I DCG A&T), is required to track supplies and materiel shipped into Iraq. Prompt notification of shipment movements and compliance with information requirements will assist in providing advance notice to the point of entry for all inbound shipments.

(b) The "Customs Levy Exemption Form" will be reviewed by a Government of Iraq Representative. If the shipment qualified for a levy exemption, the "Customs Levy Exemption Form" will be stamped and emailed back to the contractor. The stamped form must accompany every shipment for which a levy exemption is desired.

(c) Upon contract award, the contractor/consignor shall provide the necessary logistical information required by USF-I DCG A&T / J4.

STEP 1:

-- Upon contract award go to the following JCCS website:

-- <https://www.rebuilding-iraq.net/>

STEP 2:

-- Select the "Logistics" and then the "Customs" radio buttons.

-- Select and complete the "Customs Levy Waiver Form".

STEP 3:

--Email the (1) completed "Customs Levy Exemption Form", (2) a copy of the front page of the signed contract; and (3) the pages from the contract that describe the required supplies, equipment or end product to USF-I DCG A&T /J4 (Logistics) at Usf-i.j4.MMDMOVE@IRAQ.CENTCOM.MIL and Customs Officials at CMDbattlebox@iraq.centcom.mil, DSN: 318-485-2594/6224 Commercial: 713-970-6140 (Rings in Iraq) within 7 days of shipping.

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--The "Customs Levy Exemption Form" will be reviewed by a Government of Iraq representative. If the shipment qualifies for a levy exemption, the "Customs Levy Exemption Form" will be stamped and emailed back to the contractor. The stamped form must accompany every shipment for which a levy exemption is desired.

--Complete a Form DD-250 form, Material Inspection and Receiving Report, and provide it and the invoice for the shipment with the cargo.

--Commercial Air Shipments require (1) airway bills and (2) the "Customs Levy Exemption" form to be emailed to the USF-I J4 org box at Usf-i.j4.mmdmove@iraq.centcom.mil. Ensure that all shipping labels have USF-I and ATTN: Agility.

(d) It is the contractor's responsibility to provide all the requested information in sufficient time to allow coordination of required delivery. Failure to comply with these instructions may result in delaying the arrival of supplies and materiel at their final destinations.

(e) Once material is shipped, the Contractor shall notify USF-I J4, within two business days, at the following email address: Usf-i.j4.mmdmove@iraq.centcom.mil.

(End)

952.225-0009, MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES (JAN 2010)

(a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National, and U.S. employees, working on military have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may utilize a testing method of either a chest x-ray or TB skin test (TST).

(i) Chest x-rays shall be taken and TSTs administered within 90 days prior to the start of employment.

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(ii) Screening may be performed either by a licensed medical provider from the local economy or by contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening documentation shall be provided to the responsible Base Defense Operations Center (BDOC) prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working with food or water production and distribution, shall have current Typhoid and Hepatitis "A" (full series) vaccinations, in addition to the TB tests required above.

(c) At least the first inoculation in the Hepatitis "A" series must be given prior to the start of employment, with continuation and completion of the inoculation series. Once the complete Hepatitis "A" vaccination series is completed, it does not have to be repeated.

(1) The Typhoid inoculation must be completed within two years prior to the date of employment in the food and water service capacity. The Typhoid vaccination requires a booster immunization every three years.

(2) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR proof that their employees and their subcontractor (at any tier) employees have received the above vaccinations. The contractor shall maintain their employees' vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees' vaccination records for examination by the Contracting Officer.

(End)

952.225-0011, GOVERNMENT FURNISHED CONTRACTOR SUPPORT (APR 2010)

The following is a summary of the type of support the Government will provide the contractor, on an "as-available" basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

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U.S. Citizens Accompanying the Force

APO/FPO/MPO/Postal Services	DFACs	Mil Issue Equip
Authorized Weapon	Excess Baggage	MILAIR
Billeting	Fuel Authorized	MWR
CAAF	Govt Furnished Meals	Resuscitative Care
Controlled Access Card (CAC)/ID Card	Military Banking	Transportation
Commissary	Military Clothing	All
Dependents Authorized	Military Exchange	None

Third-Country National (TCN) Employees

APO/FPO/MPO/Postal Services	DFACs	Mil Issue Equip
Authorized Weapon	Excess Baggage	MILAIR
Billeting	Fuel Authorized	MWR
CAAF	Govt Furnished Meals	Resuscitative Care
Controlled Access Card (CAC)/ID Card	Military Banking	Transportation
Commissary	Military Clothing	All
Dependents Authorized	Military Exchange	None

Local National (LN) Employees

APO/FPO/MPO/Postal Services	DFACs	Mil Issue Equip
Authorized Weapon	Excess Baggage	MILAIR
Billeting	Fuel Authorized	MWR
CAAF	Govt Furnished Meals	Resuscitative Care
Controlled Access Card (CAC)/ID Card	Military Banking	Transportation

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Commissary	Military Clothing	All
Dependents Authorized	Military Exchange	None

(End)

952.225-0013, CONTRACTOR HEALTH AND SAFETY (FEB 2010)

(a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure (NEC Table 352.20). Specifically, the use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations or upgrades with new magnetic ballasts is prohibited. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards outlined in the 2008 National Electric Code (NEC).

(b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2008 can be found on the following link <http://www.nfpa.org>.

(End)

SUP 5252.237-9401 PERSONNEL QUALIFICATIONS (MINIMUM) (JAN 1992)

- a. Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.
- b. The Government will review resumes of contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from potential

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employee to work will be part of the technical proposal.

- c. If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.
- d. The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

Program Manager

Education: Bachelor's degree in Engineering, Physical Sciences, Mathematics, Management Information Systems, or Business.

Experience: Fifteen (15) years of technical experience in support of US Military Engineering Efforts, to include: Equipment Support, System Support, and Programmatic Support. Eight (8) years Program Management Experience, to include: Technology Assessments, Systems Design, Systems Analysis, Programmatic Support, Acquisition Planning, and Budget Planning. Five (5) years as manager of Counter Improvised Explosive Devices. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

Management Analyst 1

Education: Bachelor's degree in Business, Accounting or Finance.

Experience: One (1) years Contract Management experience, to include: Development of Program Acquisition Documentation, Data Collection and Analysis. Familiarity with Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

Management Analyst 2

Education: Bachelor's degree in Business, Accounting or Finance.

Experience: Two (2) years Contract Management experience, to include: Development of Program Acquisition Documentation, Data Collection and Analysis, Development of Cost Estimates, and Development of Program Status Reports. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

Subject Matter Expert (SME) 3

Education: Technical Training in Improvised Explosive Devices

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Experience: Twelve (12) years of hands-on experience with US Military munitions, explosive ordnance disposal, and/or improvised explosives devices", to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in improvised explosive devices.

Training Specialist 1

Education: Bachelor's degree in Education, English, Psychology or Certified US Military Instructor. Working towards Training Certification

Experience: Three (3) years of experience in training development environment.

Training Specialist 2

Education: Bachelor's degree in Education, English, Psychology Certified US Military Senior Instructor. Working towards Training Certification

Experience: Five (5) years of experience in delivering technical instructions, to include: establishing training needs, developing goals and objectives, developing training programs, and applying the instructional system development (ISD) process.

Training Specialist 3

Education: Bachelor's degree in Education, English, Psychology or Certified US Military Master Instructor. Training Certification

Experience: Ten (10) years of experience in the delivery and development of technical instruction", to include: establishing training needs, developing goals and objectives, developing training programs, and applying the instructional system development (ISD) process.

Computer System Analyst II (SCA 14102)

Education: High School diploma or GED. Completed the following certifications within one and a half year of assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

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Experience: Three (3) years Computerized System experience, to include: Test and Evaluation, Network Protocols, LAN administration fundamentals, and UNIX and Windows based operating system.

Technical Analyst 2

Education: BS degree in Physical Sciences, Mathematics, Business or Management

Experience: Three (3) years of experience in technical specifications development, process analysis and design, technical problem solving, and analytical/logical thinking.

Engineer/Scientist 2

Education: BS degree in Engineering, Mathematics or Science.

Experience: Three (3) years of experience in Engineering or Systems Design, to include: Systems/Equipment Support, and Test and Evaluation support of C4ISR requirements. One (1) year of technical experience in support of Improvised Explosives Devices.

Word Processor III (SCA 01613)

Education: High School Diploma or GED.

Experience: Three (3) year experience with Microsoft Word.

Supply Technician (SCA 01410)

Education: High School diploma or GED.

Experience: Five (5) years experience, to include: supervisory or warehouse lead at a DoD facility; financial management; logistics support for projects involving electronic/ electrical repair and installation, ordering, acquisition, distribution of material, equipment and resources.

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SECTION D PACKAGING AND MARKING

SHIP TO INFORMATION:

See Section G - Task Order Manager

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

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SECTION E INSPECTION AND ACCEPTANCE

E-303 INSPECTION AND ACCEPTANCE- - DESTINATION (JAN 2002)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager or his duly authorized representative.

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	9/4/2009 - 8/12/2011
4001	9/29/2009 - 8/12/2011
4002	1/27/2010 - 11/11/2011
6000	9/4/2009 - 8/12/2011
6001	9/29/2009 - 8/12/2011
6002	1/27/2010 - 11/11/2011

CLIN - DELIVERIES OR PERFORMANCE

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

4000	9/4/2009 - 8/12/2011
4001	9/29/2009 - 8/12/2011
4002	1/27/2010 - 11/11/2011
6000	9/4/2009 - 8/12/2011
6001	9/29/2009 - 8/12/2011
6002	1/27/2010 - 11/11/2011

F-303 PERIODS OF PERFORMANCE

The above periods of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 "Option to Extend Services" or FAR 52.217-9 "Option to Extend the Term of the Contract".

Any option CLIN period of performance which extends past the current period of performance of the basic contract is only valid to the extent that the basic contract period of performance is extended.

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Toby Straight, 5315TS
P. O. Box 190022
N. Charleston, SC 29405
Toby.straight@navy.mil
843-218-5373

G-314 TYPE OF CONTRACT (DEC 1999)

This is a Cost Plus Fixed Fee task order.

G-317 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2007)

- (a) Invoices for services rendered under this task order shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.
- (b) The vendor shall have their CAGE Code activated by calling 1-866-618-5988. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.
- (c) Back-up documentation can be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in WAWF.
- (d) A separate invoice will be prepared no more frequently than every two weeks. Do not combine the payment claims for services provided under this contract.
- (e) The following information is provided for completion of the invoice in WAWF:

Invoice Type	Cost Vouchers
Issued by	N65236
Admin by	Code S0514A
DCAA Auditor	Miramar Branch 04531
Service Approver	Code S0514A
Pay by	Code HQ0339

INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Consistent with task order clause 5252.232-9206, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN). The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this

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requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: Robert Meddick
Code: 8.6.2
Address: PO Box 190022, N. Charleston, SC 29419
Phone: (843) 218-5115
Email: robert.meddick@navy.mil

Accounting Data

SLINID	PR Number	Amount
400001		
LLA :		
AA 97X4930 NH3S 000 77777 0 065236 2F 000000 B9160C010AAN		
JON: DG6VSM8SCF		
REQN: N65236-9160-C010		
APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 04 SEP 09.		

BASE Funding

MOD 01

400002		
LLA :		
AB 21 9 2093 0000 5U-5U04 312000.00000 2512 JDJT MIPR9G888J7484 NTTD81 S12193		
JON: DG6VSX9SEA		
DOC: MIPR9G888J7484 / AA		
REQN: N65236-9271-C009		
APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 29 SEP 09.		

400101		
LLA :		
AC 21 7 2093 0000 5U-5U01 314000.00000 2512 JDJT MIPR9L492J7830 J7BM81 S12193		
JON: DG6VSX9DON		
DOC: MIPR9L492J7830 / AA		
REQN: N65236-9271-C007		
APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 29 SEP 09.		

400102		
LLA :		
AB 21 9 2093 0000 5U-5U04 312000.00000 2512 JDJT MIPR9G888J7484 NTTD81 S12193		
JON: DG6VSX9SEA		
DOC: MIPR9G888J7484 / AA		
REQN: N65236-9271-C009		
APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 29 SEP 09.		

400103		
LLA :		
AF 21 8 2093 0000 5U-5U01 314000.00000 2512 JDJT MIPR8L492J7721 J7BM81 S12193		
JON: DG6VSX8MTT		
DOC: MIPR8L492J7721 / AA		

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REQN: N65236-9271-C011

APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 29 SEP 09.

600001

LLA :

AE 17 9 1106 27A0 250 67854 0 067443 2D M67854 9RCAAF8550CH

JON: DG6WFX9SEA

DOC: M6785409RCAAF85 / AA

REQN: N65236-9271-C006

APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 29 SEP 09.

600101

LLA :

AE 17 9 1106 27A0 250 67854 0 067443 2D M67854 9RCAAF8550CH

JON: DG6WFX9SEA

DOC: M6785409RCAAF85 / AA

REQN: N65236-9271-C006

APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 29 SEP 09.

600102

LLA :

AD 21 9 2093 0000 5U-5U04 314000.00000 2512 JDJT MIPR9L369J7772 NTTY81 S12193

JON: DG6VSX9PRT

DOC: MIPR9L369J7772 / AA

REQN: N65236-9271-C008

APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 29 SEP 09.

MOD 01 Funding

MOD 02

400104 1300144859

LLA :

AG 21 9 2093 0000 5U 5U04 314000.00 2516 81NTTY JDJT MIPR0A888J7039 NTTY81 S12193

Standard Number: MIPR0A888J7039 / AA

400201 1300144859

LLA :

AG 21 9 2093 0000 5U 5U04 314000.00 2516 81NTTY JDJT MIPR0A888J7039 NTTY81 S12193

Standard Number: MIPR0A888J7039

600103 1300144859

LLA :

AG 21 9 2093 0000 5U 5U04 314000.00 2516 81NTTY JDJT MIPR0A888J7039 NTTY81 S12193

Standard Number: MIPR0A888J7039 / AA

600201 1300144859

LLA :

AG 21 9 2093 0000 5U 5U04 314000.00 2516 81NTTY JDJT MIPR0A888J7039 NTTY81 S12193

Standard Number: MIPR0A888J7039

MOD 02 Funding

MOD 03

400202 1300170598

LLA :

AH 1701106 27M0 252 67856 067443 2D M01050 0RC00050VEDN

COST CODE: 0RC00050VEDN

DOC #: M0105010RC00050 / AA

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FUNDS EXP: 30-SEP-10

Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 13 AUG 10.

600202 1300170598 [REDACTED]

LLA :

AH 1701106 27M0 252 67856 067443 2D M01050 ORC00050VEDN

COST CODE: ORC00050VEDN

DOC #: M0105010RC00050 / AA

FUND EXP: 30-SEP-10

Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 13 AUG 10.

MOD 03 Funding [REDACTED]

MOD 04 Funding 0.00

Cumulative Funding [REDACTED]

MOD 05 Funding 0.00

Cumulative [REDACTED]

MOD 06 Funding 0.00

Cumulative Funding [REDACTED] 8

MOD 07

400104 1300144859 [REDACTED]

LLA :

AG 21 9 2093 0000 5U 5U04 314000.00 2516 81NTTY JDJT MIPR0A888J7039 NTTY81 S12193

Standard Number: MIPR0A888J7039 / AA

400201 1300144859 [REDACTED]

LLA :

AG 21 9 2093 0000 5U 5U04 314000.00 2516 81NTTY JDJT MIPR0A888J7039 NTTY81 S12193

Standard Number: MIPR0A888J7039

600103 1300144859 [REDACTED])

LLA :

AG 21 9 2093 0000 5U 5U04 314000.00 2516 81NTTY JDJT MIPR0A888J7039 NTTY81 S12193

Standard Number: MIPR0A888J7039 / AA

600201 1300144859 [REDACTED]

LLA :

AG 21 9 2093 0000 5U 5U04 314000.00 2516 81NTTY JDJT MIPR0A888J7039 NTTY81 S12193

Standard Number: MIPR0A888J7039

MOD 07 Funding 0.00

Cumulative Funding [REDACTED]

MOD 08

400201 1300144859 [REDACTED]

LLA :

AG 21 9 2093 0000 5U 5U04 314000.00 2516 81NTTY JDJT MIPR0A888J7039 NTTY81 S12193

Standard Number: MIPR0A888J7039

600201 1300144859 [REDACTED]

LLA :

AG 21 9 2093 0000 5U 5U04 314000.00 2516 81NTTY JDJT MIPR0A888J7039 NTTY81 S12193

Standard Number: MIPR0A888J7039

MOD 08 Funding 0.00

Cumulative Funding [REDACTED]

MOD 09

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400201 1300343140 [REDACTED])

LLA :

AG 21 9 2093 0000 5U 5U04 314000.00 2516 81NTTY JDJT MIPR0A888J7039 NTTY81 S12193

Standard Number: MIPR0A888J7039

NWA 100000404791-0020

600201 1300343140 [REDACTED]

LLA :

AG 21 9 2093 0000 5U 5U04 314000.00 2516 81NTTY JDJT MIPR0A888J7039 NTTY81 S12193

Standard Number: MIPR0A888J7039

NWA 100000404791-0020

MOD 09 Funding - [REDACTED]

[REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date (if applicable), by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

H-345 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT (JUL 1989)

Attachment 7 (issued at award) incorporated herein sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor. (See Section L, Factor C, paragraph e for wage determination)

The applicable WD for the awardee's location will be included at time of task order award.

H-350 REIMBURSEMENT OF TRAVEL COSTS (NOV 2005)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

- (i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

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(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses

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include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ($18 + 18 - 14 = 22$).

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ($15 + 30 + 15 - 30 = 30$).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ($45 + 67 + 12 - 24 = 100$).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

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In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ($35 + 50 + 25 + 10 - 70 = 50$).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

H-355 CONTRACTOR IDENTIFICATION (DEC 1999)

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

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

H-359 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003)

(a) Definition.

"Confidential business information," as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' confidential business information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout.

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),

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- (2) Access to confidential business information is restricted to individuals with a bona fide need to possess,
- (3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,
- (4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and
- (5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).
- (e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.
- (f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.
- (g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) (RESTATED FROM BASIC CONTRACT)

- (a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- (b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).
- (c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.
- (d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.
- (2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.
- (3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the

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Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the SeaPort/Task Order Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer, the Government may terminate this contract/task orders for default.

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

(i) The SeaPort/Task Order's Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

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

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

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

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

(n) Compliance with this requirement is a material requirement of the basic contract and this task order.

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TECHNICAL INSTRUCTIONS

(a) Performance of work hereunder may be subject to written technical instructions signed by the Task Order Manager (TOM) specified in Section G of this task order. 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 and 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 descriptions.

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instruction may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause in this task order; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for 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 calls for effort outside the scope of the task order or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer 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 unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of the task order.

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SECTION I CONTRACT CLAUSES

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

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

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

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

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

FAR CLAUSES INCORPORATED BY REFERENCE:

52.228-3, WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)(APR 84)

252.225-7040, CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUL 09)

FAR CLAUSES INCORPORATED BY FULL TEXT:

252.225-7997, Additional Requirements and Responsibilities relating to Alleged Crimes by or against Contractor Personnel in Iraq and Afghanistan (Deviation)(Dec 2009)

(a) The contractor shall report to the appropriate investigative authorities any alleged offenses under—

(1) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or a contingency operation); or

(2) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(b) The contractor shall provide to all contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, information on the following:

(1) How and where to report an alleged crime described in paragraph (a) of this clause.

(2) where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (a) of this clause.

(End of clause.)

252.246-9999, Safety of Facilities, Infrastructure and Equipment for Military Operations (Deviation) (April 2010)

(a) *Definition.* "Discipline Working Group," as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply with Unified Facilities Criteria (UFC) 1-200-01 for--

(1) Fire protection;

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- (2) **Structural integrity;**
- (3) **Electrical systems;**
- (4) **Plumbing;**
- (5) **Water treatment;**
- (6) **Waste disposal; and**
- (7) **Telecommunications networks.**

(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 CDRLS

Attachment 3 Reference Info Sheet

Attachment 4 Past Performance

Attachment 5 Cost Summary Format

Attachment 6 Supporting Cost Data

WD Mono County CA

WD Onslow County CA

WD San Bernardino CA

WD San Diego CA

Attachment 2 DD-254