

DELIVERY ORDER

DRAFT

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| 1. CONTRACT NO. N00178-05-D-4589 | 2. DELIVERY ORDER NO. FG0103 | 3. EFFECTIVE DATE ORIG 11/14/2007 MOD 05/08/2008 | 4. PURCHASE REQUEST NO. N00174-08-MR-66368 |
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| 5. ISSUED BY NSWC, INDIAN HEAD DIVISION 4072 North Jackson Road, Suite 132 Indian Head MD 20640-5115 paulette.bowman@navy.mil 301-744-6663 | CODE N00174 | 6. ADMINISTERED BY DCMA SPRINGFIELD BLDG. 1, ARDEC PICATINNY NJ 07806-5000 | CODE S3101A |
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|--|---------------|----------|---|
| 7. CONTRACTOR Systems Documentation, Inc. 1001 Durham Avenue South Plainfield NJ 07080-2300 | CODE 1LMT3 | FACILITY | 8. DELIVERY DATE See Section F |
| | | | 9. CLOSING DATE/TIME (hours local time – Block 5 issuing office) |
| | | | SET ASIDE TYPE |
| | | | 10. MAIL INVOICES TO See Section G |

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| 11. SHIP TO See Section D | 12. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266 | CODE HQ0337 |
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| 13. TYPE OF ORDER | D | X | This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract. |
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ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

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| Systems Documentation, Inc. | Barbara Reeder | | |
| NAME OF CONTRACTOR | SIGNATURE | TYPED NAME AND TITLE | DATE SIGNED |

14. ACCOUNTING AND APPROPRIATION DATA
See Section G

| 15. ITEM NO. | 16. SCHEDULE OF SUPPLIES/SERVICES | 17. QUANTITY ORDERED/ACCEPTED* | 18. UNIT | 19. UNIT PRICE | 20. AMOUNT |
|-------------------------|-----------------------------------|--------------------------------|----------|----------------|------------|
| See the Following Pages | | | | | |

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| *If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle. | 21. UNITED STATES OF AMERICA By: Denise E Johnson | 04/09/2008 CONTRACTING/ORDERING OFFICER | 22. TOTAL \$7,404,961.46 |
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| SECTION | DESCRIPTION | SECTION | DESCRIPTION |
|---------|---------------------------------------|---------|-------------------------------|
| B | SUPPLIES OR SERVICES AND PRICES/COSTS | H | SPECIAL CONTRACT REQUIREMENTS |
| C | DESCRIPTION/SPECS/WORK STATEMENT | I | CONTRACT CLAUSES |
| D | PACKAGING AND MARKING | J | LIST OF ATTACHMENTS |
| E | INSPECTION AND ACCEPTANCE | | |
| F | DELIVERIES OR PERFORMANCE | | |
| G | CONTRACT ADMINISTRATION DATA | | |

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|----------------------------------|------------------------------|-----------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 2 of 27 |
|----------------------------------|------------------------------|-----------------|

GENERAL INFORMATION

The purpose of this modification is to 1) Modify the Statement of Work and 2) Add Clauses. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for information purposes only.

1. Paragraph 6.0 TRAVEL of the Statement of Work is revised and replaced as follows:

The Contractor shall be prepared for travel to CONUS AND OCONUS locations.

2. The following clauses and incorporated in full text.

Special Contract Requirements

Iraq/Afghanistan Socioeconomic Programs

In keeping with the command policy of growing the economic capacity of Iraq and Afghanistan through developing host nation businesses, all contracting officers are to make every effort to seek out capable Iraqi / Afghan businesses and to seek business solutions that foster economic growth.

AI 26.4 Reporting Contractor Compliance with Support of Iraq Socioeconomic Program: Insert the following mandatory language in **Section G**, Contract Administration when AI 26.5 is required.

Iraqi Employment, Materials, & Subcontract Reporting (5 Nov 07)

The contractor shall report socio-economic status on monthly invoices. Fill in the following information on each invoice or as an attachment to the invoice.

Total Iraqi (Iraqi citizens or legal residents residing in Iraq) employed during the invoice month.

Total: _____

Iraqi Men: _____

Iraqi Females: _____

*(Gender breakdown is for statistical purposes only)

Total Non-Iraqi Employed*:

Total: _____

Male: _____

Female: _____

*(Gender breakdown is for statistical purposes only)

Names of Iraqi Subcontractors and Suppliers used during invoice period:

Itemization of Principal Materials / Services procured during the invoice period:

Value of Materials of Iraqi manufacture procured during the invoice period:

(End)

AI 25.3 Compliance with Laws and Regulations. Insert the following special contract requirement to

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|----------------------------------|------------------------------|-----------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 3 of 27 |
|----------------------------------|------------------------------|-----------------|

Section H of all contracts with performance in Iraq and Afghanistan.

Compliance with Laws and Regulations (5 Nov 07). The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all existing and future U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not permit an employee suspected of a serious offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(End)

Iraq/Afghanistan Socioeconomic Programs

In keeping with the command policy of growing the economic capacity of Iraq and Afghanistan through developing host nation businesses, all contracting officers are to make every effort to seek out capable Iraqi / Afghan businesses and to seek business solutions that foster economic growth.

AI 26.6 Afghanistan “Afghan First” Program Implementation. Insert the following mandatory language to **Section K**, Representations and Certifications, of solicitations for services and construction contracts to be performed in Afghanistan.

Projected Afghan and Third Country National (TCN) Employment (5 Nov 07)

The vendor/offeror is required to identify, as outlined below, the total projected number of Afghans and TCNs that will be directly employed in the performance of this contract. Employment is the total number of Afghan or TCN persons expected to be on the payroll (contractors and subcontractors at all tiers) employed full or part time receiving pay during the life of the contract. Third Country Nationals (TCNs) are defined as individuals who are citizens of a country other than Afghanistan or a Coalition country.

Is your company an Afghan-owned Company: Yes ___ No ___. If yes, the % of Afghan ownership is:

Total Employed by your Company :
Total Afghan citizens Employed by your Company:
Total Foreign citizens Employed by your Company :
Value of Subcontracts for this Contract:
Value of Subcontracts for this Contract to Afghan-owned Companies:
Value of Subcontracts for this Contract to Foreign-owned Companies:
Number of Afghanistan citizens to receive training under this Contract:

(End)

AI 22.1 Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports: Insert the following mandatory language in the **Statement of Work** for all contracts with performance in Iraq and Afghanistan.

Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of

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| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 4 of 27 |
|----------------------------------|------------------------------|-----------------|

Employee Passports (5 Nov 07): All contractors (“contractors” herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person’s liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Contractors are also required to comply with the following provisions:

- 1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- 2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee’s native language that defines the terms of their employment/compensation.
- 3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- 4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet (50 sf) is the minimum acceptable square footage of personal living space per employee. Upon contractor’s written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.
- 5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government’s Quality Assurance process.
- 6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

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

(End)

AI 23.1 Reporting a Kidnapping Kidnapping reporting is required in all contracts performed in Iraq. Add the requirement to the **Statement of Work**. Reformat as necessary.

To Report a Kidnapping (5 Nov 07) Contract manager will notify the JCCI/A Duty Officer at phone number 914-822-1419 when an employee kidnapping occurs:

Report the following information:

Name of person reporting: _____

Phone: _____

E-mail: _____

. **Who** was kidnapped?

o Name

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|----------------------------------|------------------------------|-----------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 5 of 27 |
|----------------------------------|------------------------------|-----------------|

- o Age
 - o Nationality and country of residence
 - . **When** did the incident occur?
 - . **Where** did it happen?
 - . **How** was the person kidnapped?
- (End)

AI 25.1 Armed Personnel – Incident Reports: Insert the following mandatory language in the **Statement of Work** of all solicitations and contracts when arming of contractors is contemplated in Iraq.

Armed Personnel – Incident Reports (5 Nov 07): All Contractors in the Multi-National Forces-Iraq (MNF-I) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I forces are familiar with and comply with all applicable orders, directives, and instructions issued by the MNF-I Commander relating to force protection and safety.

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

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

(End)

AI 25.2 Fitness for Duty and Limits on Medical / Dental Care in Iraq and Afghanistan: Insert the following mandatory language in the **Statement of Work** for all contracts with performance in Iraq or Afghanistan. When DFARS 252.225-7040 is included, this mandatory language supplements paragraph (c) (2):

Fitness for Duty and Limits on Medical / Dental Care in Iraq and Afghanistan (5 Nov 07): The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, CENTAF, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting;

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|----------------------------------|------------------------------|-----------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 6 of 27 |
|----------------------------------|------------------------------|-----------------|

morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

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.

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

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

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

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

(End)

AI 25.4 Quarterly Contractor Census Reporting. Insert the following mandatory language in the Statement of Work of all contracts with contract employees performing in Iraq and Afghanistan.

Quarterly Contractor Census Reporting (12 Nov 07). The prime contractor will report upon contract award and then quarterly thereafter, not later than January, 1 April, 1 July and 1 October, to JCCI.J2J5J7@pco-iraq.net for Iraq and to BGRMPARC-A@swa.army.mil for Afghanistan the following information for the prime contract and all subcontracts under this contract:

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

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|----------------------------------|------------------------------|-----------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 7 of 27 |
|----------------------------------|------------------------------|-----------------|

- The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;
- (4) The company names and contact information of its subcontractors at all tiers; and
- (5) The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 DOD class deviation 2007-O0004 or DFAR DOD class deviation 2007-O0010.

(End)

Iraq/Afghanistan Socioeconomic Programs

In keeping with the command policy of growing the economic capacity of Iraq and Afghanistan through developing host nation businesses, all contracting officers are to make every effort to seek out capable Iraqi / Afghan businesses and to seek business solutions that foster economic growth.

AI 26.5 “Iraqi First” Program Implementation: Insert the following mandatory language in the **Statement of Work** all solicitations and contracts except when host nation participation is not in the best interests of the government.

Iraq Socioeconomic Program (5 Nov 07)

The Contractor shall maximize the employment, training, and transfer of knowledge, skills and abilities to the Iraqi workforce. The Contractor shall maximize utilization of Iraqi subcontractors and businesses. The offeror shall maximize utilization of material of Iraqi manufacture.

Iraqi First Program Definitions:

Employment means the total number of Iraqi citizens proposed by the offeror for the contract effort, and the total number of Iraqi citizens proposed for the contract effort by each subcontractor, to be directly employed, full or part time, during the life of the contract.

An “Iraqi” company (or subsidiary company) has a principal place of business located within Iraq and the majority shareholder is an Iraqi citizen.

An Iraqi citizen or employee is an individual whose ordinary residence is in Iraq and holds an Iraq-issued passport or Iraq residency papers.

Material of Iraqi manufacture includes all items where significant value is added, or a change of form, fit, and function, leading to the final form of the procured end item takes place, within the country of Iraq.

The contractor’s efforts to encourage the Iraqi First program will be considered by the government in performance evaluations.

(End)

AI 52.12 Contractor Support of USAID Communities Stabilization Program (CSP) for Hiring Iraqi Apprentices. Insert the following mandatory language into the Statement of Work of construction contracts when 26.5 is also included.

Contractor Support of USAID Communities Stabilization Program (CSP) for Hiring Iraqi Apprentices (5 Nov 07)

The contractor shall provide a company point of contact – name and telephone number – within five days after contract award to serve as a liaison with USAID / Iraq. The individual designated will be contacted by a representative of USAID / Iraq for the purpose of developing contractor participation in the USAID apprenticeship program.

The contractor shall make a good faith effort to maximize participation in USAID’s apprentice program while still assuring compliance of the terms and conditions of the contract herein. The duration for each apprenticeship is currently six months. USAID will provide apprentices matched to work being performed by the contractor.

This is a program administered and funded solely by USAID.

In accordance with the Apprentice Program, USAID currently provides:

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|----------------------------------|------------------------------|-----------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 8 of 27 |
|----------------------------------|------------------------------|-----------------|

- (1) Tools of their trade for apprentices to begin work;
- (2) 50% of the apprentices' salary; and
- (3) A one-time bonus/honorarium for the supervisor of apprentices covering all extra work to guide, supervise and prepare a written evaluation of each apprentice.

Contractor will comply with the terms and conditions of the Apprentice Program set forth by USAID. To the extent that the Apprentice Program may conflict in any way with the contract terms herein, the Contractor shall apprise the COR, and the contract terms herein shall take precedence. The Contractor shall pay 50% of the apprentices' salaries plus any fringe benefits in accordance with the Apprenticeship Program. Upon training completion the designated supervisor shall complete evaluation forms for each apprentice.

This program is not intended to replace skilled laborers. Contractors who successfully support the program will be given additional credit in a final performance evaluation of their company upon completion of the work.

(End)

PART II

Guide to Iraq/Afghanistan Implementation of DFARS 252.225-7040

Guide to Iraq Implementation of DFARS 252.225-7040, Contractor Personnel Authorized to Accompany Armed Forces Deployed Outside the United States.

This is perhaps the most important contract clause for contractors performing in Iraq or Afghanistan and should be incorporated full text in any solicitation and resulting contract. The clause consists of Paragraphs (a) through (q). The paragraphs included in Part II of this guide require the Contracting Officer to provide supplemental information. JCC-I/A has mandatory language to provide as the supplemental information. The prescriptions and mandatory language are in Part I and can be cut and pasted to solicitation documents. JCC-I/A suggests placement of the information we require. However, the CO may choose a different placement in the contract. The remaining paragraphs of DFARS 252.225-7040 require no additional information from the Contracting Officer.

Paragraph (c)(1) **Support - Contractor Security.** The Contracting Officer must include in the contract the level of protection to be provided to contractor personnel. **This language is to be added to the Statement of Work. JCC-I/A does not have mandatory language but the CO must determine security needs in coordination with the in theater customer.**

Paragraph (c)(2) **Support - Medical Care.** This paragraph defines the medical treatment available to contractor personnel as being limited to resuscitative and stabilization care only unless specified elsewhere in the contract. **JCC-I/A mandatory language is in Acquisition Instruction (AI) Part 25. 2.**

Paragraph (c)(3) **Support – Personnel.** The contractor is responsible for all personnel support unless provided for in the Statement of Work. The Statement of Work must clearly identify all contractor personnel support that will be provided by the Government. **PGI 225.7402-3 lists the support that may be authorized or required when contractor personnel are supporting U.S. operations. Some examples of support are office space, communication services, equipment, billeting and dining facilities. JCC-I/A does not have mandatory language but the CO must determine the availability**

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|----------------------------------|------------------------------|-----------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 9 of 27 |
|----------------------------------|------------------------------|-----------------|

of support such as billeting in coordination with the in-theater customer. Billeting at many locations in Iraq and Afghanistan is at full capacity.

Paragraph (c)(4) **Support – Letter of Authorization.** Contractor privileges and support identified in the Statement of Work must be authorized by the Contracting Officer in a Letter of Authorization (LOA). **The LOA format in PGI 225.7204-3(d)(3) shall be followed for consistency or use the LOA generated by SPOT.**

Paragraph (f) **Processing and Departure Points.** The only deployment center is located at Ft Benning, Georgia. **The Statement of Work must include the website where offerors / contractors may obtain all necessary information for employee processing to deploy to Iraq or Afghanistan.**

Paragraph (g) **Personnel Data List.** The paragraph **deviation required by DoD Memorandum** dated March 2007 implements the Synchronized Pre-Deployment & Operational Tracker (SPOT) **must be substituted for the existing paragraph.**

DoD Class Deviation 2007-O0004, Synchronized Predeployment and Operational Tracker, issued on March 19, 2007. This deviation is effective until incorporated into the DFARS or otherwise rescinded.

(g) Personnel data.

(1) In accordance with DOD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall enter **before deployment, or if already in the designated operational area, enter upon becoming an employee under the contract**, and maintain **current data, including departure data**, for all Contractor personnel that **are authorized to accompany U.S. Forces deployed outside the United States** as specified in paragraph (b)(i) of this clause. The automated **web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT) (For information on how to register and enter data into this system, go to <http://www.dod.mil/bta/products/spot.html>)**

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

Paragraph (j) Weapons. The Contracting Officer must determine whether any contractor personnel will be required to be armed or authorized to carry weapons for self-defense. **If arming of personnel is likely for any reason, mandatory language of AI 52.6, Arming of Contractors: Iraq / Afghanistan, must be inserted in the Statement of Work of the solicitation and any resulting contract. JCC-I/A mandatory language is in Acquisition Instruction AI 52.6 provided below.**

Letters Of Authorization (LOA): Every contract employee who will need a an identification badge provided in Iraq or Afghanistan will need an LOA. Further, LOAs are needed to show authorization to use support facilities. Emergency medical care is provided to any employee with an LOA, even when medical/dental care is not specified. Therefore, please do the following:

- When creating a SPOT-generated LOA, do not authorize routine medical/dental care. Medical/dental care appears as a check box. Leave it blank.

- When creating a manual LOA state, "Medical/Dental Care – Emergency Only"

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|----------------------------------|------------------------------|------------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 10 of 27 |
|----------------------------------|------------------------------|------------------|

PART III

DFARS Deviation 2007-O0010: Contractor Personnel in U.S. Central Command Area of Responsibility

DFARS Deviation 2007-O0010: Contractor Personnel in U.S. Central Command Area of Responsibility. This deviation was directed by DoD Memorandum dated October 2007 and is required full text in Section I, "Clauses", of every solicitation and contract that exceeds \$25,000, requires performance in CENTCOM AOR, and does not incorporate DFARS 252.225-7040.

CONTRACTOR PERSONNEL IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2007-O0010)

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

"Chief of mission" means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

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

(b) *General.* (1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR), and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

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

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

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

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Force protection, security, health, or safety orders, directives, and instructions issued by the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the

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|----------------------------------|------------------------------|------------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 11 of 27 |
|----------------------------------|------------------------------|------------------|

contract.

(e) *Preliminary personnel requirements.* (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

- (i) All required security and background checks are complete and acceptable.
- (ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum—

- (A) Cover safety and security issues facing employees overseas;
- (B) Identify safety and security contingency planning activities; and
- (C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

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

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);

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|----------------------------------|------------------------------|------------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 12 of 27 |
|----------------------------------|------------------------------|------------------|

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

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to—

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

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

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.* (1) The Contractor shall enter, before deployment, or if already in the USCENTCOM AOR, enter upon becoming an employee under this contract, and maintain current data, including departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR. This requirement excludes—

Personnel hired under contracts for which the period of performance is less than 30 days; and
Embarked contractor personnel, while afloat, that are tracked by the Diary Message Reporting System.

(2) The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT). Follow these steps to register in and use SPOT:

(i) SPOT registration can be accomplished by either a Common Access Card or through an Army Knowledge Online (AKO) account.

(ii) In order to obtain an AKO account, the Contractor shall—

(A) Request the Contracting Officer or other Government point of contract to sponsor its AKO guest account;

(B) Go to <http://www.us.army.mil>;

(C) Enter the AKO sponsor username; and

(D) After AKO registration, contact the sponsor to confirm registration.

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| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 13 of 27 |
|----------------------------------|------------------------------|------------------|

(iii) *Registration in SPOT.*

(A) Register for a SPOT account at <https://iel.kc.us.army.mil/spotregistration/>.

(B) The customer support team must validate user need. This process may take 2 business days. Company supervisors will be contacted to determine the appropriate level of user access.

(iv) *Access to SPOT.* Upon approval, all users will access SPOT at <https://iel.kc.us.army.mil/spotracker>.

(v) *SPOT Questions.* Refer SPOT application assistance questions to the Customer Support Team at 717-506-1358 or SPOT@technisource.com.

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

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.* (1) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

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

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

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

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

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

(A) Safely;

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

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

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

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

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

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

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.* (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.* (1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

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

(n) *Notification and return of personal effects.* (1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor

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| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 14 of 27 |
|----------------------------------|------------------------------|------------------|

personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

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

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.

(End of clause)

252.225-7003 Report of Intended Performance Outside the United States and Canada—Submission with Offer.

REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA—SUBMISSION WITH OFFER (DEC 2006)

(a) *Definition.* "United States," as used in this provision, means the 50 States, the District of Columbia, and outlying areas.

(b) The offeror shall submit, with its offer, a report of intended performance outside the United States and Canada if—

(1) The offer exceeds \$11.5 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that—

(i) Exceeds \$550,000 in value; and

(ii) Could be performed inside the United States or Canada.

(c) Information to be reported includes that for—

(1) Subcontracts;

(2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.

(d) The offeror shall submit the report using—

(1) DD Form 2139, Report of Contract Performance Outside the United States; or

(2) A computer-generated report that contains all information required by DD Form 2139.

(e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm> .

(End of provision)

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|----------------------------------|------------------------------|------------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 15 of 27 |
|----------------------------------|------------------------------|------------------|

Incorporate the following in Section H, Special Contract Requirements:

AI 22.1 Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports (5 NOV 07)

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

Contractors are also required to comply with the following provisions:

1. Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
2. Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.
3. Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
4. Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet (50sf) is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.
5. Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.
6. Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

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

(End)

AI 23.1 Reporting a Kidnapping (5 NOV 07)

To Report a Kidnapping (5 NOV 07) Contract manager will notify the JCC/A Duty Officer at phone number 914-822-1419 when an employee kidnapping occurs:

Report the following information:

Name of person reporting: _____

Phone: _____

Email: _____

Who was kidnapped?

Name

Age

Nationality and country of residence

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|----------------------------------|------------------------------|------------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 16 of 27 |
|----------------------------------|------------------------------|------------------|

When did the incident occur?
Where did it happen?
How was the person kidnapped?

(End)

AI 25.2 Fitness for Duty and Limits on Medical / Dental Care in Iraq and Afghanistan:

Fitness for Duty and Limits on Medical / Dental Care in Iraq and Afghanistan (5 Nov 07): The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

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

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.

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

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

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|----------------------------------|------------------------------|------------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 17 of 27 |
|----------------------------------|------------------------------|------------------|

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

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

(End)

AI 25.3 Compliance with Law and Regulations (5 NOV 07)

The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all existing and future U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not permit an employee suspected of a serious offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(End)

AI 25.4 Quarterly Contractor Census Reporting.

Quarterly Contractor Census Reporting (12 Nov 07).

The prime contractor will report upon contract award and then quarterly thereafter, not later than January, 1 April, 1 July and 1 October, to JCCI.J2J5J7@pco-iraq.net for Iraq and to BGRMPARC-A@swa.army.mil for Afghanistan the following information for the prime contract and all subcontracts under this contract:

- (1) The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;
- (2) The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;
- (3) The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;
- (4) The company names and contact information of its subcontractors at all tiers; and
- (5) The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 DOD class deviation 2007-O0004 or DFAR DOD class deviation 2007-O0010.

The following clauses are also incorporated in full text:

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|----------------------------------|------------------------------|------------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 18 of 27 |
|----------------------------------|------------------------------|------------------|

252.225-7003 Report of Intended Performance Outside the United States and Canada—Submission with Offer.

As prescribed in 225.7204(a), use the following provision:

REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA—SUBMISSION WITH OFFER (DEC 2006)

(a) *Definition.* “United States,” as used in this provision, means the 50 States, the District of Columbia, and outlying areas.

(b) The offeror shall submit, with its offer, a report of intended performance outside the United States and Canada if—

(1) The offer exceeds \$11.5 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that—

(i) Exceeds \$550,000 in value; and

(ii) Could be performed inside the United States or Canada.

(c) Information to be reported includes that for—

(1) Subcontracts;

(2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.

(d) The offeror shall submit the report using—

(1) DD Form 2139, Report of Contract Performance Outside the United States; or

(2) A computer-generated report that contains all information required by DD Form 2139.

(e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(End of provision)

252.225-7004 Report of Intended Performance Outside the United States and Canada—Submission after Award.

As prescribed in 225.7204(b), use the following clause:

REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA—SUBMISSION AFTER AWARD (MAY 2007)

(a) *Definition.* “United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Reporting requirement.* The Contractor shall submit a report in accordance with this

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|----------------------------------|------------------------------|------------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 19 of 27 |
|----------------------------------|------------------------------|------------------|

clause, if the Contractor or a first-tier subcontractor will perform any part of this contract outside the United States and Canada that—

- (1) Exceeds \$550,000 in value; and
- (2) Could be performed inside the United States or Canada.

(c) *Submission of reports.* The Contractor—

- (1) Shall submit a report as soon as practical after the information is known;
- (2) To the maximum extent practicable, shall submit a report regarding a first-tier subcontractor at least 30 days before award of the subcontract;
- (3) Need not resubmit information submitted with its offer, unless the information changes;
- (4) Shall submit all reports to the Contracting Officer; and
- (5) Shall submit a copy of each report to: Deputy Director of Defense Procurement and Acquisition Policy (Contract Policy and International Contracting), OUSD(AT&L)DPAP(CPIC), Washington, DC 20301-3060.

(d) *Report format.* The Contractor—

- (1) Shall submit reports using—
 - (i) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (ii) A computer-generated report that contains all information required by DD Form 2139; and

(2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(End of clause)

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

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

CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2006)

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

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

“Other military operations” means a range of military force responses that can be projected to accomplish assigned tasks. Such operations may include one or a combination of the following: civic action, humanitarian assistance, civil affairs, and other military activities to develop positive relationships with other countries; confidence building and other measures to reduce military tensions; military presence; activities

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|----------------------------------|------------------------------|------------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 20 of 27 |
|----------------------------------|------------------------------|------------------|

to convey messages to adversaries; military deceptions and psychological operations; quarantines, blockades, and harassment operations; raids; intervention operations; armed conflict involving air, land, maritime, and strategic warfare operations; support for law enforcement authorities to counter international criminal activities (terrorism, narcotics trafficking, slavery, and piracy); support for law enforcement authorities to suppress domestic rebellion; and support for insurgency, counterinsurgency, and civil war in foreign countries.

“Theater of operations” means an area defined by the combatant commander for the conduct or support of specified operations.

(b) *General.*

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

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations;
- (iii) Other military operations; or
- (iv) Military exercises designated by the Combatant Commander.

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

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

- (i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are not authorized to use deadly force against enemy armed forces other than in self-defense.
- (ii) Private security Contractor personnel are authorized to use deadly force only when necessary to execute their security mission to protect assets/persons, consistent with the mission statement contained in their contract.
- (iii) Civilians who accompany the U.S. Armed Forces lose their law of war protection from direct attack if and for such time as they take a direct part in hostilities.

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

(c) *Support.*

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

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

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

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| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 21 of 27 |
|----------------------------------|------------------------------|------------------|

provided to Contractor personnel.

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

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

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

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

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

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

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

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

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

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

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

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

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|----------------------------------|------------------------------|------------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 22 of 27 |
|----------------------------------|------------------------------|------------------|

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

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

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

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

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

(vi) All personnel have received isolated personnel training, if specified in the contract.

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

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

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

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) When there is a formal declaration of war by Congress, Contractor personnel authorized to accompany U.S. Armed Forces may be subject to prosecution under the Uniform Code of Military Justice.

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

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

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

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

(g) *Personnel data list.*

(1) In accordance with DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. Armed Forces as specified in paragraph (b)(1) of this clause. The list shall include each individual's general location in the theater of operations. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the

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| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 23 of 27 |
|----------------------------------|------------------------------|------------------|

appropriate automated system(s) to use for this effort.

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.*

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

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

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

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

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

(i) *Military clothing and protective equipment.*

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

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

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

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

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

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

(j) *Weapons.*

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

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

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| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 24 of 27 |
|----------------------------------|------------------------------|------------------|

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

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

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

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

(A) Safely;

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

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

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

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

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

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

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

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

(m) *Evacuation.*

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

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

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

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

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| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 25 of 27 |
|----------------------------------|------------------------------|------------------|

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

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

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

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

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

(End of clause)

252.225-7041 Correspondence in English.

As prescribed in 225.1103(2), use the following clause:

CORRESPONDENCE IN ENGLISH (JUN 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.225-7042 Authorization to Perform.

As prescribed in 225.1103(3), use the following provision:

AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of provision)

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States

As prescribed in 225.7403-2, use the following clause:

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

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| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 26 of 27 |
|----------------------------------|------------------------------|------------------|

(a) *Definition.* “United States,” as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall?

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is?

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from (Contracting Officer to insert applicable information cited in PGI 225.7403-1).

(End of clause)

52.228-3 Workers’ Compensation Insurance (Defense Base Act).

As prescribed in [28.309](#)(a), insert the following clause:

Workers’ Compensation Insurance (Defense Base Act) (Apr 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers’ compensation insurance or security as the Defense Base Act ([42 U.S.C. 1651](#), *et seq.*) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)

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| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 27 of 27 |
|----------------------------------|------------------------------|------------------|

52.228-4 Workers' Compensation and War-Hazard Insurance Overseas.

As prescribed in [28.309\(b\)](#), insert the following clause:

Workers' Compensation and War-Hazard Insurance Overseas (Apr 1984)

(a) This paragraph applies if the Contractor employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to workers' compensation insurance under the Defense Base Act ([42 U.S.C. 1651](#), *et seq.*). On behalf of employees for whom the applicability of the Defense Base Act has been waived, the Contractor shall (1) provide, before commencing performance under this contract, at least that workers' compensation insurance or the equivalent as the laws of the country of which these employees are nationals may require, and (2) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act would apply but for the waiver, a clause similar to this paragraph (a) (including this sentence) imposing upon those subcontractors this requirement to provide such workers' compensation insurance coverage.

(b) This paragraph applies if the Contractor or any subcontractor under this contract employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to the War Hazards Compensation Act ([42 U.S.C. 1701](#), *et seq.*). On behalf of employees for whom the applicability of the Defense Base Act (and hence that of the War Hazards Compensation Act) has been waived, the Contractor shall, subject to reimbursement as provided elsewhere in this contract, afford the same protection as that provided in the War Hazards Compensation Act, except that the level of benefits shall conform to any law or international agreement controlling the benefits to which the employees may be entitled. In all other respects, the standards of the War Hazards Compensation Act shall apply; *e.g.*, the definition of war-hazard risks (injury, death, capture, or detention as the result of a war hazard as defined in the Act), proof of loss, and exclusion of benefits otherwise covered by workers' compensation insurance or the equivalent. Unless the Contractor elects to assume directly the liability to subcontractor employees created by this clause, the Contractor shall insert, in all subcontracts under this contract to which the War Hazards Compensation Act would apply but for the waiver, a clause similar to this paragraph (b) (including this sentence) imposing upon those subcontractors this requirement to provide war-hazard benefits.

(End of clause)

The total value of the task order remains unchanged. The total amount of funds obligated to the task is hereby increased by \$0.00 from \$4340365.00 to \$4340365.00.

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| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 1 of 19 |
|----------------------------------|------------------------------|-----------------|

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item | Supplies/Services Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|---|---------|----------------|--------------|----------------|
| ----- | | | | | |
| 1000 | Life Cycle Management and Supportability for JCREW (TBD) | 1.0 Lot | \$6,322,926.48 | \$366,082.98 | \$6,689,009.46 |
| 100001 | Funding Only | | | | |
| 100002 | Incremental Funding | | | | |
| 100003 | Incremental Funding | | | | |
| 100004 | Incremental Funding | | | | |
| 1001 | Life Cycle Management and Supportability for JCREW (TBD) Option | 1.0 Lot | \$6,516,973.42 | \$377,582.00 | \$6,894,555.42 |
| 1002 | Life Cycle Management and Supportability for JCREW (TBD) Option | 1.0 Lot | \$6,716,786.55 | \$389,434.39 | \$7,106,220.94 |
| 1003 | Life Cycle Management and Supportability for JCREW (TBD) Option | 1.0 Lot | \$6,922,789.68 | \$401,661.11 | \$7,324,450.79 |
| 1004 | life Cycle Management and Supportability for JCREW (TBD) Option | 1.0 Lot | \$7,135,730.76 | \$414,292.93 | \$7,550,023.69 |

For ODC Items:

| Item | Supplies/Services Qty | Unit | Est. Cost |
|--------|------------------------------------|---------|--------------|
| ----- | | | |
| 3000 | ODCs NOT TO EXCEED \$715,952 (TBD) | 1.0 Lot | \$715,952.00 |
| 300001 | Funding Only | | |
| 300002 | Incremental Funding | | |

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| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 2 of 19 |
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300003 Incremental
Funding

300004 Incremental
Funding

3001 ODCs NOT TO 1.0 Lot \$737,430.56
EXCEED \$737,431
(TBD)
Option

3002 ODCs NOT TO 1.0 Lot \$759,553.48
EXCEED \$759,553
(TBD)
Option

3003 ODCs NOT TO 1.0 Lot \$782,340.08
EXCEED \$782,340
(TBD)
Option

3004 ODCs NOT TO 1.0 Lot \$805,810.27
EXCEED \$805,810
(TBD)
Option

TASK ORDER MANAGER (TOM)

(a) The Task Order Manager for this task order is:

Name: Joe McClure Mailing Address: Weapon Simulation, 4280 South Patterson Road, Suite 110 Code:CAC1 Indian Head MD 20640-5135 Telephone No.(301) 744-4688 ext. 276

(b) The Alternate TOM for this contract is:

Name: Dawn Tolson

Mailing Address: Weapon Simulation, 4280 South Patterson Road, Suite 110, Code CAC6, Indian Head MD 20640-5135, Telephone No. (301) 744-4628 ext. 292

(c) The TOM will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The TOM is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the task order.

(d) When, in the opinion of the contractor, the TOM requests effort outside the existing scope of the task order, the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the task order, until the ordering officer has issued a modification to the task order; or until the issue has been otherwise resolved.

(e) In the event that the TOM named above is absent due to leave, illness or official business, all responsibility and functions assigned to the TOM will be the responsibility of the alternate TOM.

SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE)
(JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim

payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

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| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 3 of 19 |
|----------------------------------|------------------------------|-----------------|

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, to the contract auditor* at the following address:

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the TOM and NAVSEA INDIAN HEAD, Comptroller Code 021. Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than calendar days between performance and submission of an interim payment invoice..

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",

is required with each invoice submittal.

XX is required only with the final invoice.

is not required.

- (f) A Certificate of Performance

shall be provided with each invoice submittal.

XX is not required.

- (g) The Contractor's final invoice shall be identified as such, and shall list all

other invoices (if any) previously tendered under this contract.

- (h) Costs of performance shall be segregated, accumulated and invoiced to the

appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

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| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 4 of 19 |
|----------------------------------|------------------------------|-----------------|

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE-BASED

STATEMENT OF WORK

LIFE CYCLE MANAGEMENT AND SUPPORTABILITY

FOR

JOINT COUNTER RADIO-CONTROLLED

IMPROVISED EXPLOSIVE DEVICE (IED) ELECTRONIC WARFARE (JCREW)

1.0 GENERAL

1.1 Introduction

The Indian Head Division, Naval Surface Warfare Center (IHD/NSWC) has been tasked to provide training, logistics, documentation, and program management support for electronic warfare systems such as Joint Counter Radio-controlled improvised explosive device (IED) Electronic Warfare (JCREW) systems for Joint Program offices. Naval Sea Systems Command (NAVSEA) PMS 408 provides overall logistics, life cycle management and supportability for JCREW. The Explosive Ordnance Technology Division (EODTECHDIV) Code 80 provides product support for each of the individual CREW systems that are part of a very comprehensive Spiral development program. Individual services provide product support for current legacy systems. As a result, an additional requirement for overall synchronized training and logistics support across the CREW systems, both legacy and future releases, is required.

1.2 Background (For Information Purposes Only)

A Single Service Manager (SSM) has been established to support the counter measures required to defeat Radio Controlled IED devices. While established as a program of record within NAVSEA, this organization must support the requirements across the services and with coalition and partner nations. Specifically, NAVSEA PMS 408 has been established to support the life cycle management of JCREW systems.

1.3 Scope

This Statement of Work (SOW) defines the training, logistics, documentation, and program management services required to support JCREW systems, as well as, other Electronic Warfare Systems Cross service requirements to include the Active and Expeditionary Fleet Forces. In performance of these tasks, the contractor shall have a thorough understanding of current Army, Navy, Air Force and Marine Corps systems, for surface and airborne and Potential Maritime CREW. The contractor shall advise and assist the Government, but shall not make final decisions or certifications on behalf of the Government nor perform any inherently Governmental functions. The contractor and its employees shall not represent the Government nor appear to represent the Government in performance of these contract services. At all times, contractor personnel will wear appropriate identification identifying themselves as contractor personnel. At all meetings, conferences, or sessions with the Government personnel, contractor personnel shall clearly identify their status as contractor employees. All reports delivered under this contract are property of the U.S. Government.

2.0 REQUIREMENTS

2.1 TRAINING SUPPORT

2.1.1 Curriculum Development

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|----------------------------------|------------------------------|-----------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 5 of 19 |
|----------------------------------|------------------------------|-----------------|

The contractor shall deliver new training materials and support the updating of existing materials which support upgrades to the Increment 1, Increment 2 and future CREW Spirals.

Training services will require development of an overarching Training Plan and Strategy, analysis and recommendations for modifications of the acquisition process and contracts to support training requirements, new equipment training, program of instruction for new equipment training across military discipline and audience specific requirements.

The contractor shall provide the CREW training master plan which must provide a holistic view of all current and future training initiatives supporting JCREW capabilities. It will include attributes such as training impacts throughout the warfighter life cycle, identification of levels of training received, identification of types of training received (virtual, individual, collective), identification of resources necessary to accomplish the training mission and a schedule of critical events involved for the development and execution of training events.

2.1.2 JCREW Training Integrated Product Team (IPT) Support

The contractor shall provide assistance with planning, facilitating and leading the JCREW Training IPT under the direction of the JCREW Single Service Manager Supportability. Support will include scheduling, facilitating and managing bi-weekly conference calls and quarterly general session meetings.

2.1.3 JCREW Interactive Electronic Technical Manuals (IETM) and Computer Based Training (CBT)

The contractor will support the design, development, validation, deployment and maintenance of Interactive Electronic Technical Manuals (IETM's) for future CREW Spirals and their integration with JCREW computer-based training materials. The contractor must understand and support S1000D standards for the IETM and Shareable Content Object Reference Model (SCORM) 2004 for the CBT. The actual IETM development will continue through the Software Engineering Center at Fort Monmouth under the direction of PMS 408.

2.1.4 JCREW Knowledge Management Support

The contractor will be responsible for the establishment of a repository that will be used to store and manage all relevant source materials used in the development of formal training materials and electronic technical manuals, as well as the formal Training Materials and Electronic Technical Manual deliverables.

The contractor shall provide assistance with designing, developing, and deploying JCREW collaborative applications related to the management and delivery of JCREW training, technical data and other related information.

2.2 LOGISTICS SUPPORT SERVICES

The contractor shall provide logistics subject matter expertise to support the Electronic Warfare (EW) community, specifically the JCREW logistics team. The position supported will be the Field Logistics Manager who is subordinate and responsive to the Single Service Manager for JCREW. The contractor will provide logistical assistance to the JCREW Field Logistics for newly acquired and legacy systems. The support will require the overarching coordination with senior level representatives of Department of Defense (DoD), as well as other Government agencies, specifically senior Logistics representation for the JCREW community with the Legacy and Acquisition arms of the Army, Marine Corps, Navy and Air Force. In some cases, it will be necessary to participate and/or lead senior Working Groups and participate on headquarter (HQ) led IPT's.

The contractor shall provide support to assist with the execution of the acquisition and supportability planning and life cycle support. Logistical support will be provided in the following areas: Training (CONUS and OCONUS); Inventory Management (DoD wide); Outfitting/Fitting Out; Supply Support; Failure and Maintenance Tracking; Packaging, Handling, Storage, and Transportation (PHS&T); and disposition of retrograded systems.

2.2.1 CREW Logistics Master Plans

The contractor will support the preparation, updating, and tracking of CREW Logistics documentation to include the Overarching Program Schedule and Plan of Action and Milestone (POA&M), Technology Deployment Plans and the

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| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 6 of 19 |
|----------------------------------|------------------------------|-----------------|

System Supportability Plans.

When directed, contractor shall provide assistance with the preparation and execution of the Integrated Logistics Support Plans (ILSP), Integrated Master Schedules (IMS), Logistics Requirements Funding Summary (LRFS), and Provisioning Technical Documentation (PTD). The contractor shall provide support for project and/or process flow diagramming. Additionally, the contractor will provide assistance with coordinating, communicating and maintaining the Cross Service Retrograde Plan for CREW systems.

2.2.2 Analysis and Logistical Program Support

The contractor will support the ongoing management of the CREW Logistics to include logistics decision analysis and advice on best logistics alternatives. The contractor shall provide assistance with the execution of the working group meeting minutes, action item tracking and meeting preparation. When directed, the contractor shall provide on-site support to assist the Field Logistics Program Manager with the execution of the day-to-day management tasks. Additionally, the contractor shall provide administrative services as required by the Field Logistics Program Manager.

The contractor shall coordinate and respond to the program management of JCREW on logistics issues. The contractor will assist in identification of key tasks, deliverables and milestones. The contractor will support communication of these items in development of program management tools and inter-organizational coordination. The contractor will provide assistance with developing and presenting program briefings at the direction of the Single Service Manager.

2.2.3 CREW Logistics Liaison to Military Services

The contractor will provide assistance to the CREW Logistics to include field logistic support services on cross-service coordination and implementation of the complex issues which Joint service enterprises encounter on a daily basis. This support will require interaction with Logistics counterparts in the Army, Marine Corps, Air Force as well as any other Government organization working in the area of JCREW. When directed, the contractor shall provide support to assist with the execution of the System Retrograde Plan and the Joint Configuration Control Board executive secretariat.

2.2.4 Logistics Material Management Support

The contractor shall provide Material Management Support for EW related equipment, specifically CREW and JCREW systems. This support will include receipt, identification marking, storage/stowage, inventory management, tracking and shipping in accordance with appropriate DoD policy, process and procedures. Additionally, the contractor will be available for third party inspection and Quality Assurance of Material Management for the Government. The contractor shall provide assistance with the disposition of equipment no longer required by the CREW customers.

2.3 DOCUMENTATION SUPPORT

2.3.1 Training Documentation Support

The contractor will provide support for the development and implementation of cross service training documentation. The contractor will apply an analytical approach to developing the engineering, logistical and the Systems Management information into the Program of Instruction for EW systems, specifically CREW and JCREW training requirements. The Program of Instruction must be inclusive of Operator, Maintainer and General Officer. The contractor will parse the courses with respect to the various levels of need.

2.3.2 Logistics Documentation

The contractor will be responsible for providing logistics documentation support for all of the CREW and JCREW offices being supported. This documentation will adhere to DoD Acquisition Standards and cross service policies. The contractor will maintain configuration control of documentation that they or others author in support of the JCREW Program. Documentation can consist of a variety of logistics elements in areas such as concept, capability, experimentation, strategy, requirements determination, doctrine, lessons learned, training and other types of plans, exercise event execution, reviews, reports and other documents supporting Joint and individual service member

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|----------------------------------|------------------------------|-----------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 7 of 19 |
|----------------------------------|------------------------------|-----------------|

logistics needs.

2.4 PROGRAM MANAGEMENT SUPPORT

The contractor shall provide management and technical support for electronic warfare systems such as CREW and JCREW. The contractor shall assist in the development of management plans and strategies, milestone planning and tracking, preparation of technical briefing materials in both hard copy and soft copy format, evaluations of program schedules, and deliverable tracking to include the planning, and/or reviewing of program data deliverables. The contractor may be required to organize, attend or host, and facilitate program meetings/Integrated Product Team (IPT) discussions as directed by the Government. The contractor will support the on-site management of CREW Logistics to include the Secure Video Teleconferencing Center (VTC), meetings, CREW Summits and Industry Days. The contractor shall assist in preparing and coordinating the agenda to key meetings, prepare presentation materials, and draft the minutes and action items for appropriate action.

3.0 REPORTING REQUIREMENTS AND DELIVERABLES

3.1 The contractor shall submit monthly status reports, which are due on the 15th of each month and shall be submitted to Indian Head Division/Naval Surface Warfare Center, Acquisition Support Division, 4280 South Patterson Road, Suite 110, Code CAC1, Indian Head, MD 20640-5135. These reports shall include the following elements:

- Contractor's name and address
- Contract number and task order number
- Date of report
- Period covered by report
- Man hours expended by discipline for the reporting period, and cumulatively during the task order
- Cost curves portraying actual/projected conditions through the task order
- Cost incurred for the reporting period and total contractual expenditures as of report date
- Description of progress made during period reported, including problem areas encountered, recommendations, if any for subsequent solution beyond the scope of this task order
- Trips and significant results
- Plans for activities during the following period

3.2 The contractor shall provide such additional reporting, documentation, schedules, illustrations and drawings in a timely manner, as are requisites to the various task activities of the contract. Contractor shall provide a listing keyed to specific tasks identifying the minimum reporting deliverables associated with each task. Reporting should be in sufficient detail and of a quality to meet relevant commercial guidelines / standards and will include, but not be limited to:

- Technical reports, instructional/training documentation, courseware, data compilations, and data surveys, evaluations, and analyses
- Testing procedures, requirements, assessments, calibrations, and schedules
- Specifications, tabulations, engineering drawings, designs, concepts, diagrams, and circuits
- Maintenance requirements, guidelines, schedules, procedures, instructions, corrective actions, etc.

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|----------------------------------|------------------------------|-----------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 8 of 19 |
|----------------------------------|------------------------------|-----------------|

- Conference agenda, conference minutes, and presentation materials
- Purchase descriptions, proposals, equipment illustrations, program planning, support, and budget documentation and funding plans

4.0 GOVERNMENT FURNISHED EQUIPMENT (GFE)/GOVERNMENT FURNISHED INFORMATION (GFI)

The Government will provide the appropriate Government furnished equipment, manuals, and information as required to support the requirements of this task order.

Both the contractor and the designated Task Order Manager (TOM) will maintain accountability and inventory records.

Specific GFE/GFI details will be provided in Technical Instruction issued under this task order.

5.0 SECURITY

All personnel proposed for this effort must be eligible for a Department of Defense (DoD) "Secret" clearance. The contractor will have access to information and compartments with a "Secret" classification. All deliverables associated with this SOW are "unclassified" unless otherwise specified by the Government technical representative.

6.0 TRAVEL

The contractor shall be required to travel in performance of this task order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the Government Project Officer for each individual task and the Task Order Manager (TOM).

The contractor shall be prepared for travel to CONUS and OCONUS locations.

7.0 DISCLAIMER STATEMENT

Any reports resulting from this contract shall contain the following disclaimer statement on the cover of such reports:

"The views, opinion and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy, or decision, unless so designated by other official documentation."

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| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 9 of 19 |
|----------------------------------|------------------------------|-----------------|

SECTION D PACKAGING AND MARKING

SEE THE BASIC CONTRACT

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|----------------------------------|------------------------------|------------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 10 of 19 |
|----------------------------------|------------------------------|------------------|

SECTION E INSPECTION AND ACCEPTANCE

SEE THE BASIC CONTRACT

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| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 11 of 19 |
|----------------------------------|------------------------------|------------------|

SECTION F DELIVERABLES OR PERFORMANCE

The basic effort to be performed under this task order, shall be completed within a period of (60 months) from the base year, with four (4) one year options to be exercised if deemed in the best interest of the government.

The task order period of performance shall not exceed the period of performance of the offeror's basic Sea-Port E contract.

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| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 12 of 19 |
|----------------------------------|------------------------------|------------------|

SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Joe T. McClure, CAC1
101 Strauss Ave.
Indian Head, MD 20640
joe.mcclure@navy.mil
301-744-4688

SPECIAL PAYMENT INSTRUCTIONS - PAYMENT SHALL BE MADE IN ACCORDANCE WITH THE ACRNS ON THE INVOICES

5252.232-9104 - ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

SEE SECTION B AND G

IHD X - INVOICE INSTRUCTIONS (NSWCICHD) (DEC 2006)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Indian Head Division, Naval Surface Warfare Center will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture, and process receipt and payment-related documentation in a paperless environment. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides are also available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The following information regarding invoice routing is provided for completion of the invoice in WAWF:

WAWF Invoice Type: Cost Voucher

Issuing Office DODAAC N00174

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|----------------------------------|------------------------------|------------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 13 of 19 |
|----------------------------------|------------------------------|------------------|

Admin DODAAC : S3101A

Inspector DODAAC : n/a

Acceptor DODAAC: N00174

LPO DODAAC : N/A

Pay DODAAC: DFAS

DCAA Auditor DODAAC: HAA314

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting your document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notifications" and add the email addresses noted below. These additional notifications to the government are necessary to make the acceptor aware that the invoice documents have been submitted into the WAWF system. Without these additional notifications, the government may be unable to process your submissions in a timely manner, which will delay payment.

Send Additional Email Notifications to the Following Addresses:

(f) The contractor shall submit invoices for payment per contract terms and the government shall process invoices for payment per contract terms.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NSWC IHD WAWF point of contact, Dan Twombly, at 301-744-6648 or daniel.twombly@navy.mil.

Notes for the Contract Specialist:

(1) Insert the correct invoice type: usually 2-n-1 for FFP service type contracts, combo for FFP supply contracts, and cost voucher for cost reimbursement contracts.

(2) Insert the correct DCMA DoDAAC using the CASD available at <http://www.dcmamil>.

(3) If inspection is at source, insert the DCMA DoDAAC in accordance with note three; if inspection is at destination, insert N/A.

(4) Insert the DoDAAC for the acceptor's (i.e., the person that would have signed the DD250) organization (e.g., N00174 for IHD or Det Earle, N47652 for Det Yorktown, N0464A for EODTECHDIV, etc.).

(5) Insert the correct DFAS DoDAAC using the CASD available at <http://www.dcmamil>.

(6) For cost reimbursement contracts, insert the correct DCAA DoDAAC using the Audit Office Locator tool available at <http://www.dcaamil>. For all other contracts, insert N/A.

(7) Insert the work email addresses for the acceptor and contract administrator, as well as any other points of contact that require notifications.

TASK ORDER POINTS OF CONTACT

The following contacts are provided for this contract:

Contract Administrator: Paulette Bowman

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| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 14 of 19 |
|----------------------------------|------------------------------|------------------|

Phone Number: (301)744-6663

Email: paulette.bowman@navy.mil

Payments/Invoicing: DFAS Columbus

Phone Number: (800) 756-4571

Task Order Manager: Joe McClure

Phone Number: (301)744-4688

Any concerns regarding your task order, should be directed to the above mentioned personnel, or the Ordering Officer at (301) 744-6666.

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Accounting Data
SLINID  PR Number          Amount
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100001  73113691                288262.00
LLA :
AA 1781319 74ER 251 SASLM 0 068342 2D 163240 Q31770000010
Standard Number: N0002408WX11027
Reference # N0002408AF174ER

300001  73113691                3000.00
LLA :
AA 1781319 74ER 251 SASLM 0 068342 2D 163240 Q31770000010
Standard Number: NN0002408WX11027
N0002408AF174ER

MOD 1

100002  13138-7345-6626        275112.00
LLA :
AA 1781319 74ER 251 SASLM 0 068342 2D 163240 Q31770000010
Standard Number: n0002408WX11027 Amend. No. 01

100003  13138-8025-3219        812471.00
LLA :
AA 1781319 74ER 251 SASLM 0 068342 2D 163240 Q31770000010
Standard Number: N0002408WX11027 Amend. No. 02

300002  13138-7345-6626        7000.00
LLA :
AA 1781319 74ER 251 SASLM 0 068342 2D 163240 Q31770000010
Standard Number: N0002408WX11027 Amend. No. 01

300003  13138-8025-3219        158403.00
LLA :
AA 1781319 74ER 251 SASLM 0 068342 2D 163240 Q31770000010
Standard Number: N0002408WX11027 Amend. No. 02

MOD 2

100004  13138-8080-1974        2604751.00
LLA :
AB 1781804 8RZ3 000 SASLM 0 068342 2D 000000 001130000000
Standard Number: N0002408WX70516

300004  13138-8080-1974        191366.00
LLA :
AB 1781804 8RZ3 000 SASLM 0 068342 2D 000000 001130000000

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| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 15 of 19 |
|----------------------------------|------------------------------|------------------|

Standard Number: N0002408WX70516

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|----------------------------------|------------------------------|------------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 16 of 19 |
|----------------------------------|------------------------------|------------------|

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

HOLIDAY DATE OF OBSERVANCE

New Year's Day 01 January

Martin Luther King's Birthday 19 January

President's Day 16 February

Memorial Day 31 May

Independence Day 5 July

Labor Day 6 September

Columbus Day 11 October

Veteran's Day 11 November

Thanksgiving Day 25 November

Christmas Day 24 December

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

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|----------------------------------|------------------------------|------------------|
| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 17 of 19 |
|----------------------------------|------------------------------|------------------|

AREA FROM TO

Contracts Division (BLDG. 1558) 7:30 A.M. 4:00 P.M.

Receiving Branch (BLDG. 116) 7:30 A.M 11:00 A.M

12:30 P.M. 2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE)

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

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| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 18 of 19 |
|----------------------------------|------------------------------|------------------|

SECTION I CONTRACT CLAUSES

52.222-41 Service Contract Act (1965)

In addition to the clauses in the basic contract, the following clauses are incorporated into the subject task order:

252.215-7003 - Excessive Pass-Through Charges - Identification of Subcontract Effort (APR 2007)

252.215-7004 - Excessive Pass-Through Charges (APR 2007)

252.225-7040 - Contractor Personnel Authorized Accompany U.S. Armed Forces Deployed
Outside the U.S. (JUN 2006)

DFARS 252.211-7003 Item Unique Identification (JUN 2005)

OPTION TO EXTEND THE TERM OF THE TASK ORDER

- (a) The Government may extend the term of this task order by written notice to the Contractor within 365 days of award or exercise of previous option; 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 5 years.

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| CONTRACT NO. N00178-05-D-4589 | DELIVERY ORDER NO. FG0103 | PAGE 19 of 19 |
|----------------------------------|------------------------------|------------------|

SECTION J LIST OF ATTACHMENTS

Section L

Section M

Past Performance Matrix

Past Performance Questionnaire

Cost Summary Format

DD-254

Contract Administration Plan

Wage Determination

Privacy Act Certification