

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-06-D-4829				2. DELIVERY ORDER NO. FC04		3. EFFECTIVE DATE 2011 Mar 04		4. PURCH REQUEST NO. various		5. PRIORITY Unrated		
6. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building 64 Crane IN 47522-5001			CODE N00164	7. ADMINISTERED BY DCMA DETROIT 6501 East Eleven Mile, Bldg 231 Attn: DCMAG-MD Warren MI 48397-5000				CODE S2305A	8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)			
9. CONTRACTOR Next Wave Systems, LLC 12261 E. Casey Hollow Rd. Pekin IN 47165			CODE 465R8	FACILITY 602283462	10. DELIVER TO FOB POINT BY (Date) See Schedule			11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED				
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G									
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266				CODE HQ0337	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.									
	PURCHASE		Reference your _____ furnish the following on terms specified herein. 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.									
NAME OF CONTRACTOR	SIGNATURE			TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)				
If this box is marked, supplier must sign Acceptance and return the following number of copies:												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule												
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT			
	See Schedule											
*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.				24. UNITED STATES OF AMERICA BY: /s/Richard L McGarvey				25. TOTAL	\$	26. DIFFERENCES		
27a. QUANTITY IN COLUMN 20 HAS BEEN	INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS			
f. TELEPHONE					g. E-MAIL ADDRESS		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE		34. CHECK NUMBER		35. BILL OF LADING NO.			
a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				31. PAYMENT PARTIAL		31. PAYMENT FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.			

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GENERAL INFORMATION

The total estimated amount of this task order is \$

The total potential period of performance is five years; One (3) year basic with Two (2) one year option terms.

The task order type is cost plus fixed fee.

CLIN structure is hereby established as follows:

LABOR

ODC

CLIN 4000 \$	CLIN 6000 \$
CLIN 4400 \$	CLIN 6400 \$
CLIN 4500 \$	CLIN 6500 \$

FUNDING INFORMATION

Incremental funding is provided as follows for the base period:

Reserved for Performance, CLIN 4000 Cost plus Fixed Fee (Labor): \$.

The total amount funded for CLIN 6000 Other Direct Costs (no Fee): \$

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

As a result of this task order award, the following SLIN's provide funding and are hereby added to Section B -

Schedule of Supplies /Services.

LABOR

SLIN	ACRN	REQ. NO.	AMOUNT	TI
400001	A1	10550908	\$	0002
400002	A2	10550945	\$	0002
400003	A3	10265437	\$	0001

ODC

SLIN	ACRN	REQ. NO.	AMOUNT	TI
600001	A2	10550947	\$	0002
600002	A3	10265501	\$	0001

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The total amount of funds obligated to the task order is hereby increased by \$ from \$ to \$

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

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF

4000	Engineering and Technical Services. Base Period 1 (Years 1,2,3). LABOR only. (TBD)	1.0	Lot		
400001	Engineering and Technical Services. In support of TI 0002 ACRN (A1) (PMC)				
400002	Engineering and Technical Services. In support of TI 0002 ACRN (A2) (RDT&E)				
400003	Engineering and Technical Services. In support of TI 0001 ACRN (A3) (PMC)				
4400	Engineering and Technical Services. Option Period 1 (Year 4). LABOR only. (TBD) Option	1.0	Lot		
4500	Engineering and Technical Services. Option Period 2 (Year 5). LABOR only. (TBD) Option	1.0	Lot		

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

6000	Engineering and Technical Services. Base Period 1 (Years 1,2,3). ODC's only. (TBD)	1.0	Lot

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600001 Engineering and
Technical
Services. ODC's
only. In support
of TI 0002 ACRN
(A2) (RDT&E)

600002 Engineering and
Technical
Services. ODC's
only. In support
of TI 0003 ACRN
(A3) (PMC)

6400 Engineering and
Technical
Services. Option
Period 1 (Year
4). ODC's only.
(TBD)
Option 1.0 Lot

6500 Engineering and
Technical
Services. Option
Period 2 (Year
5). ODC's only.
(TBD)
Option 1.0 Lot

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 Scope.

This Performance Work Statement (PWS) sets forth the requirements for research and development, systems engineering, program management and modeling and simulation of software and control systems related to software engineering, acquisition, logistics support, technical and management support efforts for information operations/electronic warfare, special missions, and strategic missions for the Maneuver and Engagement Division, Code JXS of NSWC Crane. The U.S. Government is requesting a best industry practices effort related to systems, subsystems, components, equipment and integrated electronics operations for development, production or maintenance processes under the cognizance of Naval Sea Systems Command (NAVSEA), Naval Air Systems Command (NAVAIR), United States Marine Corps (USMC) and other services or agencies supported.

1.1 Background.

The Maneuver and Engagement Division Code JXS of NSWC Crane serves a modern and sophisticated Navy as a recognized leader in diverse and highly technical product lines in the areas of electronics and electronic warfare. The Maneuver and Engagement Systems Division is a critical component of Crane's Special Missions Focus Area. We provide full spectrum life cycle support, which results in safe, reliable, and effective products for use by the Warfighter. The Division utilizes innovative technology to develop, procure, and sustain pyrotechnics and demolition devices, and provides acquisition and engineering support for the Expeditionary Warfare Community and their weapon systems operating in the littorals. The Division is comprised of seven branches: the Logistics, Munitions Development, Software Systems Integration, Expeditionary Systems Engineering, Mobility Systems Engineering, Sensor Integration and Sustainment, and the Munitions Acquisition Branches. NSWC Crane is a multi-mission, multi-service product center with both a fleet support and industrial base mission. Our fleet support mission is performed in a joint, cross-service, and cross-platform environment when possible.

1.2 Applicable Contract Paragraphs

This Task Order (TO) applies to the following PWS paragraphs of the basic SeaPort Enhanced (SeaPort-e) Multiple Award Contract (MAC):

<u>Basic SOW</u>	<u>Para Task Requirements</u>
3.1	Research and Development Support
3.2	Engineering, System Engineering, and Process Engineering
3.3	Modeling, Simulation, Stimulation, and Analysis
3.5	System Design Documentation and Technical Data Support
3.6	Software Engineering, Development, Programming and Network
Support	
3.8	Human Factors, Performance, and Usability Engineering Support
3.9	System Safety Engineering Support
3.10	Configuration Management Support
3.11	Quality Assurance (QA) Support

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- 3.12 Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support
- 3.16 Acquisition Logistics Support
- 3.18 Training Support
- 3.19 In-Service Engineering, Fleet Introduction, Installation and Checkout Support
- 3.20 Program Support
- 3.21 Functional and Administrative Support

2.0 APPLICABLE DOCUMENTS

Unless otherwise specified, the revision level and date for each specification or standard cited within the solicitation/task order (TO) (including any specifications or standards cited in any drawing, handbook, or referenced specification or standard contained within this solicitation), shall be that listed in the Department of Defense Index of Specifications and Standards (DODISS) and supplement thereto. In the event of a conflict between the documents referenced herein and the contents of this PWS, the contents of this PWS shall prevail.

2.1 Military Specifications and Standards.

- MIL-STD-961E (1) Defense and Program-Unique Specifications, Format and Content
- IEEE 12207.0 Software Life Cycle Processes
- IEEE 12207.1 Software Life Cycle-Processes Life Cycle Data
- IEEE 12207.2 Software Life Cycle Processes-Implementation Considerations
- ANSI EIA-649 National Consensus Standard for Configuration Management
- MIL-STD-1472F (1) Human Engineering
- DOD-STD-2101 Classification of Characteristics

2.2 Other Government Documents

- NAVSEAINST 3960.2D Test and Evaluation
- NAVSEAINST 4000.6A Data Management Program
- NAVSEAINST 4130.12B Configuration Management (CM) Policy and Guidance
- DOD-D-5000.3-M-4 Joint Test and Evaluation Procedures Manual
- NWSCCINST 5090.2 Hazardous Waste Management Plan
- OPNAVINST 5100.23 Occupational Safety and Health Manual
- OPNAVINST 5102.1D Navy and Marine Corps Mishap and Safety Investigation Reporting and Record Keeping Manual
- DOD 5200.1-RCE-02 Information Security Program Regulation
- SECNAVINST 5200.32A Acquisition Management Policies and Procedures For Computer Resources
- DOD 5200.28-M ADP Security Manual
- DODINST 7041.3 Economic Analysis for Decision making
- DODINST 8020.1M Functional Process Improvement
- DOD 5220.22 National Industrial Security Program
- SECNAVINST 5233.1B DoN Automated Data Systems Documentation Standards
- OPNAVINST 5239.2 Information Security Systems

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- SECNAV NOTE 5215 Standards of Conduct and Government Ethics
- NAVSEAINST 5400.57D Engineering Agent Selection, Assignment, Responsibility, Tasking, and Appraisal
- NSACRANEINST 5510.1 Information Personnel and Industrial Security Manual
- NSWCCRANEINST 5530.1B Physical Security and Loss Prevention
- NSWCCRANEINST 11240.1 Contractor Personnel Operating GOV
- NSACRANEINST 11100.1A CH-1 NSA Crane Cold Weather/Snow/Ice Plan
- NSACRANEINST 11300.1A NSA Crane Energy Management Plan
- NSACRANEINST 11320.2 Fire Protection Manual
- NWSC Crane NOTE 12600 Observed Holidays and Closed Days

3.0 TASK REQUIREMENTS

The Contractor shall perform, as specified in each Technical Instruction (TI), support including but not limited to, design, development, validation and verification, and post deployment support for the NSWCC Crane Division, US Navy, US Marine Corps, US Air Force, US Army, USSOCOM, Homeland Security, and other DoD agencies. Programs/projects supported include Joint Counter Radio -controlled improvised explosive device Electronic Warfare (JCREW), Shipboard Protection System, Tactical Air Control Party - Modernization and Ground Based Operational Surveillance System (GBOSS). The Contractor shall furnish all labor, material, facilities, and travel, not provided by the Government, necessary to accomplish the efforts described by this PWS. The Government will have unlimited data and distribution rights to all processes, systems and equipment developed under this PWS. Data required from this contracting action shall be delivered in English with applicable numbering in English or metric units. The Government will have unlimited rights to reproduce and use all submitted Contract Data Requirements List(s) (CDRL(s)).

The Contractor shall provide personnel with experience as described within this PWS in both development and coordination of concepts and requirements and application of current and emerging technologies as they apply to numerous programs in various life cycle stages. The Contractor shall provide personnel with technical expertise in computing architectures, communication protocols, software programming, hardware interfaces, weapons security, modeling and simulation, acquisition engineering, management support services and logistics support for systems, subsystems, components and equipment.

3.1 Research and Development Support

3.1.1 Roadmap Development. The contractor shall create and maintain technology roadmaps. These efforts shall result in a documented maturity of current systems both military and commercial that impact a specified mission area such as Security Systems Close -Air Support and Integrated Vehicle Command and Command.

3.2 Engineering, System Engineering and Process Engineering Support

3.2.1 Overview. The Contractor shall be knowledgeable of the phases of the systems development life cycle and other life cycle models. The levels within these phases will vary by project.

3.2.2 System Concept Development. The Contractor shall develop and maintain system concept documentation. Content and format of documentation vary by project, but typically contain system

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boundary information, Cost-Benefit Analysis, Risk Management, and Feasibility Studies.

3.2.3 Requirements. The Contractor shall develop system specifications from analyses of user requirements.

3.2.4 Design. Through decomposition of requirements, the Contractor shall generate a system design.

3.2.5 Development. Most of the development effort in this PWS will be performed in section 3.6. Some hardware development is also expected. The Contractor shall generate hardware and software components into subsystems and/or systems.

3.2.6 Process Definition. The Contractor shall have local personnel experienced with developing software organizations using the Capability Maturity Model Integrated (CMMI) process areas at a threshold requirement of maturity level two and objective of maturity level three or beyond. The Contractor shall develop process planning documentation and execute planning as required by the organization.

3.3 Modeling, Simulation, Stimulation, and Analysis Support

3.3.1 Modeling and Simulation (M&S) Support

3.3.1.1 The Contractor shall provide engineering and scientific expertise in modeling and simulation, high-level architecture, distributed systems, technology, planning, development, verification and validation, and execution.

3.3.1.2 The Contractor shall investigate analyze and recommend an enabling infrastructure for modeling and simulation efforts. The Contractor shall address M&S systems, applications, communications, networks, standards, protocols, and information resource repositories. The infrastructure will be focused on interoperability, object and data models, interfaces, and standards.

3.3.1.3 The Contractor shall assist in the development of requirements and responsibilities for the management of Systems Modeling and Simulation. These requirements will address the organizational and financial issues that surround or drive the activities that employ modeling and simulation. Requirements and responsibilities will include the organizational relationship among developers, executors and users. The Contractor shall also develop an M&S Technology roadmap for evolving Systems-level M&S.

3.4 Prototyping, Pre-Production, Model-Making, and Fabrication Support-N/A

3.5 System Design Documentation and Technical Data Support

3.5.1 Data Dictionary. The Contractor shall create, maintain, and update when requested, physical, relational database models and data structures consistent with data warehouse methodologies, with the flexibility for implementation across different vendor hardware configurations. This shall include documentation detailing the elements and configuration of the data base models and data structures.

3.5.2 System Design. The Contractor shall create and maintain system architecture and design documentation. This documentation may include requirement analysis, requirement allocation, system

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architecture, network design and/or software design. The format and structure of the documentation and associated tools shall vary by project.

3.5.3 User Documentation. The Contractor shall create and maintain the user documentation in the format and structure as required by the requesting office. This may include, but is not limited to, user 's manuals (both in hardcopy and electronic medium), system manuals, online help and user 's guides, and utilizing the agreed upon word processing software or tool. The Contractor shall create and maintain the user documentation in an effective manner, and ensure all new development; maintenance and enhancement changes as a result of this tasking are incorporated. Version controls will be performed against an approved and implemented configuration control plan and methodology.

3.6 Software Engineering, Development, Programming, and Network Support

3.6.1 Software Design and Development. The Contractor shall provide software design, development and engineering support for software intensive systems and computer resources. The requirements may include, but are not be limited to:

3.6.1.2 Develop and demonstrate software to support systems and subsystems development and integration.

3.6.1.3 Develop, review and evaluate software program plans/documents to include but not be limited to requirements/TO requirements, system/ model specifications, and Independent Verification and Validation (IV&V) Plans.

3.6.1.4 Participate in and report on formal software reviews, software quality reviews, and design/test implementation reviews.

3.6.1.5 Manage, coordinate and maintain hardware and software engineering environment that contains host computers, associated peripherals, and related devices and equipment.

3.6.1.6 Provide Software Acquisition analysis (Life cycle metrics, cost analysis and contractor cost evaluation)

3.6.1.7 Develop software requirements, analysis and validation and traceability.

3.6.1.8 Assess design development metrics.

3.6.1.9 Analyze development risks/mitigation plans

3.6.1.10 Provide Code design, analysis & documentation compliance

3.6.2 Software Test

3.6.2.1 Testing and Experimentation Process. The Contractor shall design and develop testing processes that are based on documented requirements in order to ensure that the testing/experimentation efforts stay on schedule and budget. The tests conducted using these processes will provide correlation between performance measures and the project needs. Using these processes, the Contractor shall link test scenarios and experiments to the functional requirements to ensure

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traceability throughout the testing process. The Contractor shall maintain proper documentation of the metrics of the functional requirement.

3.6.3 Tests and Evaluation. The Contractor shall provide test and evaluation (T&E) technical and engineering expertise including:

3.6.3.1 Analyze system level verification requirements to verify that test definition, objectives, plans and acceptance criteria are sufficient to validate system requirements and operational needs.

3.6.3.2 Assist in oversight and provide independent representation of the project testing (unit, software integration, testing, and system level testing).

3.6.3.3 Validate software test results are in compliance with test acceptance criteria.

3.6.3.4 Traceability analysis between test designs, cases, procedures, and execution results

3.6.3.5 Verify impact and sufficiency of regression testing

3.6.3.6 The Contractor shall perform software IV&V.

3.7 Reliability, Maintainability, and Availability (RM&A) Support-N/A

3.8 Human Factors, Performance, and Usability Engineering Support

3.8.1 Human Factors. The Contractor shall develop and demonstrate a Human Systems Integration (HSI) engineering effort that addresses the Human Engineering, Safety and Health, Maintainability, Personnel Survivability, Manpower, Personnel, Training, and Habitability of the system design. As required by the TI, the Contractor shall evaluate and annotate Government Furnished HSI program plans, analysis reports, test plans/procedures, and other HSI related documentation. The Contractor shall check engineering drawings for design compliance with MIL -STD-1472F (1), report discrepancies, and submit recommendations with supporting evidence for resolution. The Contractor shall attend HSI reviews and demonstrations, testing, and mockup/model reviews: record discrepancies; and formulate recommendations for resolution.

3.9 System Safety Engineering Support

3.9.1 Software Safety. The Contractor shall review software safety documentation. Software Safety Critical Functions shall be identified and documented. The Contractor shall review any safety -related software documentation (Preliminary Hazard Analysis (PHA), flow diagrams, Failure Modes Effects and Analysis (FMEA), fault trees, etc.) to ensure that safety considerations have been addressed.

3.10 Configuration Management (CM) Support

3.10.1 The Contractor shall perform management and oversight of the Configuration Management (CM) System, in support of asset identification and documentation and creating and maintaining a CM baseline for systems in DoD, NAVSEA and NSWC information systems. The Contractor shall perform basic CM support, which may include, but is not limited to, the following tasks: track and control changes to information systems and subsystems, establish and maintain CM records, perform audits and

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analyze audit results, establish and maintain software maintenance, perform life cycle support, create and maintain documentation of CM processes and work instructions. The Contractor shall also respond to data calls requiring CM information, coordinate CM efforts with technical personnel to plan installations, transitions and testing of hardware, software, utilities and capabilities. The Contractor shall verify and update system configurations, perform change control, risk analysis, ensure disaster recovery capability of information systems and monitor software requests against valid license numbers.

3.11 Quality Assurance (QA) Support

3.11.1 Quality Assurance.

3.11.1.1 The Contractor shall assist, as appropriate, in the establishment and maintenance of a quality system to assure compliance with the requirements of individual TI 's issued under this Task Order (TO). The Contractor shall assist, as appropriate, in the establishment and maintenance of ISO 9000 and ISO 14000 processes and procedures related to the operation of the Program.

3.11.1.2 Quality Conformance Inspections and Tests. The Contractor shall ensure that product assurance requirements are in the design, development and acquisition of production and test equipment and shall conduct quality conformance inspections in accordance with the requirements of individual projects and tasks as specified in a TI.

3.12 Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support

3.12.1 Certification and Accreditation. The Contractor shall develop and maintain documentation required by the DOD Instruction 8510.01, Department of Defense Information Assurance Certification and Accreditation Process (DIACAP) as specified in the TI. The Contractor shall be responsible for maintenance of networks in the Maneuver and Engagement Division and documentation shall be required by the DIACAP process and for providing support to the System Administrators in the development and maintenance of the required documentation for their individual systems. The Contractor shall perform the duties of a privileged user and assist with the duties of the Information Assurance Officer as defined in the DOD Directive 8500.2. The Contractor shall ensure that employees keep all required certifications current to meet DOD Information Assurance (IA) Workforce requirements as defined in DOD 8570-1M, Information Assurance Workforce Improvement Program.

3.13 Inactivation and Disposal Support-N/A

3.14 Interoperability, Test and Evaluation, and Trials Support-N/A

3.15 Measurement Facilities, Range, and Instrumentation Support-N/A

3.16 Logistics Support

3.16.1 Acquisition Engineering Support. The Contractor shall prepare software and hardware acquisition documentation for major systems, subsystem, equipment or component acquisition. The necessary Procurement Documentation Set (PDS) shall consist of the compilation of all documents, which encompass all relevant data necessary to establish and maintain countermeasure of the item. The PDS shall include but not be limited to configuration listings, contract, Military Interdepartmental

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Purchase Requests (MIPRs), Project Orders, Work Requests and all technical documentation defining the procurement item.

3.17 Supply and Provisioning Support-N/A

3.18 Training Support

3.18.1 The Contractor shall develop training curriculum for utilizing specific software applications developed on this contract as identified by the Government. The Contractor shall also provide the curriculum and any related material in the format and media as specified by the Government. The Contractor shall also plan, schedule, and conduct user training as required. Classes will be scheduled based on specific applications requested. The Contractor shall conduct training classes for assigned systems and provide system administration to include creating forms, accounts, and groups for system users. The Contractor shall also be responsible for establishing training user accounts and resetting passwords for new students.

3.20 Program Support

3.20.1 Oversight Support. The Contractor shall support sponsor oversight roles of relevant programs. The Contractor shall prepare announcements for meetings, agendas for the meetings and minutes of previous meetings. The purpose of meetings is to resolve identification and tracking issues, action item identification and tracking, briefing preparation and drafting of any required documentation or instructions.

3.20.2 Integrated Product Teams (IPT)/Workshops/Boards. The Contractor shall participate as a member of IPTs/Workshops/Boards, as well as develop agendas and announcements, coordinate facilities and maintain meeting records for the IPTs/Workshops/Boards. The Contractor shall prepare and distribute minutes of meetings.

3.20.3 Meeting Support. The Contractor shall prepare graphical materials, agendas, minutes, action item tracking and facilitation for internal and external meetings and briefings. The Contractor shall maintain program information files associated with these meetings and briefings in electronic format. This effort consists of planning meetings, coordinating schedules with participants, reserving existing meeting space; prepare agenda and/or briefing materials, ensuring that briefing materials and equipment are available, recording and publishing meeting minutes, and developing and maintaining an action item tracking system for specified projects.

3.20.4 Program Management Support

3.20.4.1 Management Process. The Contractor shall provide plans for Program Management, Contract Management and Operational Management of all assigned tasks. The Contractor shall provide program management support for software development and acquisition for electronic systems, subsystems, equipment and components. This support shall include, but not be limited to, tasks in planning, organizing, technical analysis and recommendations, and reporting. These tasks involve:

- a. Tentative Operational Requirements Papers
- b. Operational Requirements Papers
- c. Development Options Paper

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- d. Work Unit Summaries
- e. Work Assignment Summaries
- f. System Concept Papers
- g. Decision Coordinating Papers
- h. Integrated Program Summaries
- i. Critical Path Networks
- j. Mission Needs Statements
- k. Requirements Definitions
- l. Systems Integration Concepts
- m. Interoperability/Resolution Issues
- n. Operational Capabilities-Based Documents
- o. Financial management including financial analysis
- p. Preparation of required monthly reports and messages
- q. Drafting minutes of managers' and other meetings
- r. Research, analysis and reporting of program obligation rates
- s. Preparation of analytic white papers on program issues
- t. Preparation of graphical materials to aid understanding of program issues
- u. Maintenance of historical files of program documentation
- v. Preparation of Charters

3.20.5 Program Documentation and Schedules. The Contractor shall prepare documents as specified by the deliverables in the TI.

3.20.6 Earned Value Management System (EVMS). As required in a TI, the Contractor shall develop and utilize an earned value management system that correlates cost and schedule performance with technical progress. Technical issues that arise shall be covered in terms of performance goals, exit criteria, schedule progress and cost impact. The EVMS used by the Contractor must comply with the criteria provided in DoD 5000.2-R.

3.21 Functional and Administrative Support-N/A

3.22 Public Affairs and Multimedia Support-N/A

4.0 GOVERNMENT FURNISHED ITEMS

4.1 Government Furnished Information

The Government Furnished Information (GFI) will be provided when the Contractor has a requirement for special or specific Government information per specific tasking and as instructed by the TI

4.2 Government Furnished Material

The Government Furnished Material (GFM) will be provided when the Contractor has a requirement for special or specific Government material per specific tasking and as instructed by the TI.

4.3 Government Furnished Equipment

The Government Furnished Equipment (GFE) will be provided when the Contractor has a requirement

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for special or specific Government equipment per specific tasking as instructed by the TI.

4.4 Government Furnished Facilities

The Government will provide access to the Center; furnish a work area within Government spaces with access to the facility resources and equipment for the performance of this PWS as needed.

5.0 DELIVERABLES

All data deliverables under this delivery order shall be in compliance with the format and guidance specified in the DoD 5000.2 series, as applicable, or a specified in the task description. All data deliverables shall be provided electronically to the Contracting Officer Representative (COR).

5.1 Data Item Contractor's Progress, Status and Management Report A001

Contractor's Progress, Status and Management Report. The Contractor shall prepare and submit a summary progress and status report on a monthly basis (no later than (NLT) the 15th Calendar day of the month (DOM)), which summarizes the events, problems, progress and status of overall TO management initiatives and issues for the subject period.

5.2 Data Item Contract Funds Status Report A002

Certification Report. The Contractor shall provide a Monthly Labor Hours Report, which shall be due with and shall accompany Contractor's invoice, to the Government COR that lists the following information for each Contractor employee assigned to the task and a summary for each tasking within the TO.

- a. Contractor's full name
- b. TO or Modification Number
- c. Labor Category
- d. Calendar dates of the report period.
- e. Authorized Period of Performance, e.g., 5/1/2009 through 11/1/2009
- f. Customer/Department
- g. Contractor's Manager/Task Leader/Resource Leader Full Name
- h. Total "Authorized" Funding
- i. Total "Cumulative to Date" Costs
- j. Total "Current Reporting Period" Costs
- k. Percent of Authorized Funding Expended to Date
- l. Total "Authorized" Labor Hours
- m. Total "Cumulative to Date" Labor Hours
- n. Total "Current Reporting Period" Labor Hours
- o. Percent of Authorized Labor Hours Expended to Date
- p. Unfunded Costs
- q. Funded Costs
- r. Balance of funded Dollars with Obligations
- s. Summary of Events, Problems and Status of Task for Reporting Period

5.3 Data Item Conference Agenda A003

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As requested, the Contractor shall provide Conference Agenda. Report shall include Cover sheet identifying Contract, TO, TI and CDRL Numbers.

5.4 Date Item Conference Minutes A004

As requested, the Contractor shall provide Conference Minutes. Report shall include Cover sheet identifying Contract, TO, TI and CDRL Numbers. Minutes shall be submitted within 7 days after each meeting.

5.5 Data Item Presentation Material A005

As requested, the Contractor shall provide presentation material. Report shall include cover sheet identifying Contract, TO, TI and CDRL Numbers. Presentations shall be submitted with 7 days of government request.

5.6 Data Item Technical Report/Study Services (Quality Assurance Plan (QAP)) A006

As requested, the Contractor shall provide Quality Assurance Plan (QAP). Report shall include cover sheet identifying Contract, TO, TI and CDRL Numbers. Report shall be submitted in accordance with Paragraph 3.15.1 of this document.

5.7 Data Item Technical Report/Study Services (Summary Report) A007

As requested, the Contractor shall provide various Technical Reports/Study Services. Report shall include cover sheet identifying Contract, TO, TI and CDRL Numbers. Data shall be submitted within 30 days after completion of TI.

5.8 Data Item Technical Report/Study Services (Trip Report) A008

The Contractor shall provide a Trip Report within 14 days after completion of trip. Report shall include cover sheet identifying Contract, TO, TI and CDRL Numbers. Data shall be submitted in accordance with paragraph 6.13 of this document.

5.9 Data Item T.O. Funding Notification Letter CDRL A009

The Contractor shall provide a TO Funding Notification Letter within 15 working days of each month.

6.0 SPECIAL CONDITIONS

The Contractor shall abide by applicable Government regulations and instructions while on Government facilities. The following requirements shall be applicable to Contractor personnel performing work at Government facilities.

6.1 Key Control.

The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control. Key control and accountability shall be in accordance with the key

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control requirements set forth in applicable regulations.

6.2 Security.

The work to be performed under this TO as delineated in the TO DD Form 254, involves access to, handling of and generation of classified material up to and including SECRET. The Contractor shall appoint a Security Officer who shall (1) be responsible for all security aspects of the work performed under this TO, (2) assure compliance with all DoD and service regulations regarding security and (3) assure compliance with any written instructions from the Security Officers of each Government facility. In the event that any individual tasking requires a higher level of clearance, a separate DD Form 254 will be prepared and issued. The Contractor may be required to have access to live data during the performance of this TO. Any records and data or information the Contractor may have access to may be highly sensitive and confidential. The Contractor must not divulge any information about files, data processing activities or functions, user identifications or passwords or any other knowledge that may be gained to anyone not authorized to have access to such information. It is the Contractor's responsibility to ensure that all TO employees have proper authority. All classified material shall be processed and protected in accordance with the provisions of this PWS and all required instructions and directives in effect concerning the processing of classified material.

6.3 Release of Information.

All technical data provided to the Contractor shall be protected from the public. All other information relating to the items to be delivered and services to be performed under this TO may not be disclosed by any means without prior approval of the Contracting Officer (KO). Dissemination or public disclosure includes but is not limited to permitting access to such information by foreign nationals by any other person or entity or publication of technical or scientific papers or advertising or any other proposed public release. The Contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access.

6.4 Privacy Act.

Under US Code Title 5, Section 552, information accessed in completing this TO is subject to the Privacy Act.

6.5 Identification Badges.

The Contractor shall be required to obtain identification badges from the Government for Contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on Government property. The Contractor shall furnish all requested information required from the Government to facilitate issuance of identification badges and shall confirm to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to the Contractor personnel are returned to the appropriate Government security personnel following the completion of the TO, relocation or termination of the employee issued an identification badge, or upon request by the KO.

6.6 Investigations.

Contractor employees located on Government property shall cooperate with Government investigative

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agencies conducting criminal or administrative investigations.

6.7 Government Observations.

Government personnel, such as Inspector General or higher headquarters staff, are authorized to observe Contractor operations. Efforts will be made to minimize the degree of disturbance on Contractor performance.

6.8 Accident Reporting.

The Contractor shall maintain an accurate record of and shall report all accidents to the COR.

6.9 Work Area Cleanliness.

The Contractor shall be responsible for the orderliness and cleanliness of all areas being used for office and storage. The space shall be clean and neat and free from fire hazards, unsanitary conditions and safety hazards.

6.10 Damage Reporting.

The Contractor shall maintain an accurate record of and shall report to the COR all damages to Government Furnished Equipment and Facilities as prescribed by OPNAVINST 5102.1D.

6.11 Smoking Regulations.

Smoking on Government premises shall be in approved areas subject to each Government agency policy in accordance with NAVFAC P-1021.

6.12 Hours of Operation.

The following hours of operation shall apply to the Contractor's on-site personnel and the Contractor's liaison facility personnel.

6.12.1 Time of Performance.

Normal duty hours for the staff that is assigned to this effort fall between 0600 and 1800 hours during normal Government workdays. The Contractor may be required to respond to an emergency and work outside of regular working hours to perform the work as required.

6.12.2 Closed Days.

The Commander for each Government facility shall designate all closed days. Closed days are generally associated with holidays and/or inclement weather. The Contractor will not be allowed to work at a Government facility during designated closed days, unless they are deemed to be essential personnel.

6.12.3 Inclement Weather.

When the Government Agency is closed by the Commander because of inclement weather conditions,

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notification of the closing shall be broadcast over local radio and television stations.

6.12.4 Holidays.

A list of Government Agency observed holidays and/or closed days in conjunction with the holidays will be published at the beginning of each calendar year. Contractor employees will not be allowed to work on Government property on a holiday and/or closed day unless they are deemed to be essential personnel.

6.12.5 Overtime.

Overtime shall be performed as required by the Requiring Technical Activity (RTA) but only to the extent authorized by the Contracting Officer. The definition of overtime is as follows: work in excess of forty hours per week or work performed on Saturday, Sunday and holidays.

6.13 Travel Requirements.

All travel shall be in accordance with the Joint Travel Regulations (JTR). The Contractor may be required to travel throughout the Continental United States (CONUS) and to locations outside of the Continental United States OCONUS. Trip duration will normally not exceed five to ten working days plus the required transit time. It is estimated that no more than 25 percent of the Contractor 's annual work hours charged against this TO will be needed to travel. The Contractor shall submit a trip report to the technical point of contact for all travel performed no later than 14 days after completion of each trip.

6.14 Travel Authorization.

Any travel undertaken by the Contractor for performance of tasking must have prior authorization by the KO or COR.

6.15 Safety Requirements.

All TO personnel, on board any Government facility, shall conform to all portions of that Government facilities Safety requirements.

6.16 Automatic Data Processing (ADP) Media Security Labels.

All ADP media shall be affixed with the following applicable Standard Form (SF) labels pertaining to national security information: TOP SECRET Label (SF 706), SECRET Label (SF 707), CONFIDENTIAL Label (SF 708), CLASSIFIED Label (SF 709), UNCLASSIFIED Label (SF 710), or DATA DESCRIPTOR Label (SF 711). These non-removable security classification and control labels shall be affixed in a manner that will not adversely affect the operation of the medium or the equipment on which they are used. They shall be placed on the upper left corner of floppy disks or on cases of compact disks so they are conspicuous when inserted into sleeves and disk boxes. The labels shall also be utilized to mark containers used for storage of all kinds of ADP media, including hard disks that contain information.

6.17 Use of Government Vehicles/Material Handling Equipment.

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Contractor may be required to drive Government owned/leased vehicles and material handling equipment on-site at NSWC Crane in performance of their duties. Authorization to drive Government owned/leased vehicles and operate Government owned materials handling equipment, such as overhead cranes and forklifts, will be authorized upon the award of the TO or as further delineated in the TI. The following instructions apply. As required by the TO, TO modification, TI, or approved on a case -by-case basis, the Contractor may be allowed or approved to use a Government Vehicle to transport documentation, media, etc. in accordance with the partners of the Contractor position. Government provided vehicles shall be used solely for the purposes as described in this PWS. All drivers must present proof of valid operator driver's license prior to operating a Government Vehicle. The following instructions apply. The Contractor shall operate motor vehicles in accordance with NSWCCRANEINST 11240.1 or most recent instruction. All Contractor personnel operating Government Vehicles, that include materials handling equipment, shall be licensed IAW provisions set forth in NSWCCRANEINST 11240.1 or most recent instruction, except a valid state drivers license shall be accepts as proper authority for operation of commercial/administrative (non -tactical) vehicles up to and including 10,000 pounds gross vehicle weight upon completion of training courses as called out in NSWCCRANEINST 11240.1 or most current instruction. The Contractor shall ensure Contractor personnel have in their possession a valid US Government Motor Vehicle Operator's Identification Card (SF 46) or valid state driver's license, as applicable, when operating vehicles and equipment. Employees possessing a valid Government license need not be re-licensed. The Contractor shall report any accidents involving motor vehicles or any other equipment IAW NSWCCRANEINST 11240.1 or most recent instruction and NAVFAC P300.

6.18 Data Rights.

All data/documentation delivered/created in support of this effort becomes the property of the US Government and will be delivered without proprietary markings. The Government will have unlimited rights of all data delivered under this TO. The Government will have unlimited rights to reproduce and use all submitted CDRL(s).

6.19 Incremental Funding

This TO will be funded incrementally.

6.20 Contracting Officer Representative (COR)

The COR for this TO is

6.21 Requiring Technical Activity (RTA)

The RTA Point of Contact is

6.22 Contractor Employee Training/Certifications.

Contractor employees shall obtain the necessary training/certifications required in the performance of their assigned tasks.

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6.23 Other Requirements

6.23.1 Contractor On-Site Representation. Due to Post-Deployment Support on operationally deployed systems, answers to questions and troubleshooting are often required to support the Fleet within 30 – 45 minutes. As directed by TI, the Contractor shall provide full -time representatives on-site at NSWC Crane Division.

6.23.2 Contractor Response Time. The Contractor shall respond to routine Technical point -of-contact (TPOC) request for support within 24 hours of the request. A response consists of contacting the requester either in person or by telephone. Satisfactory resolution by the Contractor is required within the timeframe specified by the TPOC. The Contractor shall also recognize that circumstances requiring shorter response time to include immediate response may occur

7.0 PLACE OF PERFORMANCE.

The contractor shall provide personnel to perform approximately 50% of tasking at Naval Surface Warfare Center, Crane (Crane, IN) and approximately 50% of tasking at contractor off -site facilities located within a 60 mile radius of NSWC Crane. Other off -site locations may be in the continental U.S. or overseas locations.

7.1 Period of Performance (PoP).

The initial award(s) will result in a 3 -year basic Period of Performance (POP) with two 1 -year options.

8.0 PERFORMANCE STANDARDS.

The PWS being utilized for this requirement is considered to be performance based. As required by Federal Acquisition Regulation (FAR) Part 37.601, the PWS describes the requirements in terms of results required rather than the methods of performance of the work, uses measurable performance standards and specifies procedures for reductions of fee and/or TO base years when the services do not meet the performance standards. The performance criteria, standards, and assessment methods anticipated for this effort are included in the Quality Assurance Surveillance Plan (QASP) template found in Section J.

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SECTION D PACKAGING AND MARKING

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

DATA PACKAGING LANGUAGE (5503)

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

MARKING OF REPORTS (NAVSEA) (SEP 1990) (5506)

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: _____
(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

PROHIBITED PACKING MATERIALS (5512)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423 1). The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts.

The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

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

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at DESTINATION.

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)

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

GOVERNMENT FURNISHED MATERIAL (NAVSEA) (MAY 1995)

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

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

Damaged Government Furnished Material: The contractor shall report to the Government representative any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use. Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

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

NOTE: Government representative means Contracting Officer

CLAUSES INCORPORATED BY REFERENCE

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

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

4000	3/3/2011 - 3/2/2014
6000	3/3/2011 - 3/2/2014

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

4400	3/3/2014- 3/2/2015
4500	3/3/2015- 3/2/2016
6400	3/3/2014- 3/2/2015
6500	3/3/2015- 3/2/2016

Services to be performed hereunder will be provided at NSWC, Crane and/or within a 60mile radius

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SECTION G CONTRACT ADMINISTRATION DATA

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

SECURITY ADMINISTRATION

The highest level of security required under this task order is SECRET as designated on DD Form 254 attached hereto and made a part hereof. The Commander, Defense Security Service, Director of Industrial Security, Southern Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

Invoices for services rendered under this task order shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF): The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293). Select the Cost Voucher within WAWF as the invoice type. The cost voucher prepares the interim voucher. Backup documentation (such as timesheets, cost breakdowns, etc.) can be included and attached to the invoice in WAWF. Contractor shall include as an attachment to their invoice, a report that includes a breakdown of the following elements:

- Labor Category
- Hours per Labor Category for current billing period
- Average loaded labor rate (excluding fee) per Labor Category
- Costs per Labor Category (excluding fee) for current billing period
- Total fee for current billing period

Attachments created in any Microsoft Office product are attachable to the invoice in WAWF.

The following information regarding Naval Surface Warfare Center, Crane, Indiana is provided for completion of the invoice in WAWF:

Pay DODAAC:	HQ0337
WAWF Invoice Type:	Cost Voucher
Issue by DODAAC:	N00164
Admin DODAAC:	S3605A
DCAA DODAAC (if applicable):	HAA150
Of Award Service Approver:	N00164
Inspect by DODAAC:	N/A
Service Acceptor DODAAC:	N00164
LPO DODAAC:	N/A

The contractor shall submit invoices for payment per contract terms.
The contractor shall invoice per ACRN by SLIN (sub-contract line item number).

The Government shall process invoices for payment per contract terms. Payment is not to be pre-ated across ACRNs. ACRNs are to be paid in accordance with contractor's invoice. After clicking the submit button a Notice or successful/unsuccessful submission screen will appear. This screen allows you to enter an additional email notification address. You must click on the "Send More E-mail Notifications" link and add the e-mail address listed below for submittal of the acceptor:

Or e-mail the invoice to the following address:

CONTRACTING OFFICER REPRESENTATIVE (COR)

300 Highway 361; B-41
Crane, IN 47522

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812-854-4343

AND a copy to the Administrative Contracting Officer (ACO) to be determined at task order award.

Additional WAWF Information:

On the Miscellaneous Tab of the invoice in WAWF attach the cost breakdown for the cost voucher amount being submitted IAW the invoicing instructions.

CONTRACT ADMINISTRATION DATA LANGUAGE (5802)

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

Address: _____
Street & number: _____
City & State: _____
County: _____
Zip Code: _____

CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001)

(a) Pursuant to FAR 42.1502, this task order is subject to DoD's Contractor Performance Assessment Rating System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract/task order. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via email to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a User ID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS. Name, Phone, Email Address.

PURCHASING OFFICE REPRESENTATIVE:

Contract Specialist

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed

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that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

Accounting Data

SLINID	PR Number	Amount
400001	10550908	
LLA :		
A1 1711109 4640 310 67854 067443 2D 464013 1RC14229171M		
Standard Number: M6785411RC14229 (AA)		
IN SUPPORT OF TI 0002		
400002	10550945	
LLA :		
A2 1711319 M7KC 251 67854 067443 2D C2273D 1RCR1AD1171S		
Standard Number: M6785411RCR1AD1 (AA)		
IN SUPPORT OF TI 0002		
400003	10265437	
LLA :		
A3 1791109 6438 310 67854 067443 2D 6438S8 0RC96C94123U		
Standard Number: M6785410RC96C94 (AA)		
IN SUPPORT OF TI 0001		
600001	10550947	
LLA :		
A2 1711319 M7KC 251 67854 067443 2D C2273D 1RCR1AD1171S		
Standard Number: M6785411RCR1AD1 (AA)		
IN SUPPORT OF TI 0002		
600002	10265501	
LLA :		
A3 1791109 6438 310 67854 067443 2D 6438S8 0RC96C94123U		
Standard Number: M6785410RC96C94 (AA)		
IN SUPPORT OF TI 0001		

BASE Funding
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

MANDATORY REQUIREMENTS

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

1. The offeror must state or demonstrate in their technical proposal their ability to meet the facility clearance requirement of the anticipated task order. If the offeror does not have the clearance as required, they shall demonstrate their completion of the preparatory steps necessary to be granted a facility clearance within their technical proposal.
2. The offeror shall demonstrate within their Transition Plan a successful transition of existing tasking within 30 days after TO award notification.
3. Organizational Conflict of Interest (OCI) - The contractor must either certify that neither themselves nor their proposed subcontractors have an OCI issue or must have submitted an OCI Mitigation Plan that the KO has evaluated as acceptable. Reference: NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA)(JUN 1994) found in Section L.

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

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

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

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

(a) Performance of the work hereunder shall be subject to written technical instructions signed by the Contracting Officer Representative as specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

1. Directions to the contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
2. Guidelines to the contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the task order. Technical Instructions may not be used to:

1. Assign additional work under the task order
2. Direct a charge as defined in the "CHANGES" clause of this task order
3. Increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for task order performance
4. Change any of the terms, conditions or specifications of the task order.

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

(d) Nothing in the foregoing paragraph shall be construed to excuse the contractor from performing that portion of

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the contractual work statement, which is not affected by the disputed technical instruction.

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

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

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

ALLOTMENT OF FUNDS (MAY 1993) (NAVSEA 5252.232-9104)

This task order 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 is as follows:

* See Section G

H30S LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JUN 2004)

This task order is incrementally funded and the amount currently available for payment hereunder is limited to \$ inclusive of fee, profit and all other charges. The clause entitled, Limitation of Funds (FAR 52.23222) applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this task order.

* To be completed at time of award and upon execution of each incremental funding modification.

H81S TRAVEL COSTS AND RESPONSIBILITIES

(a) Performance under this task order may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

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

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (JUN 2004)

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

HC25S ACCESS TO GOVERNMENT SITE (JUN 2004)

1. Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site.
2. The contractor shall ensure that contractor personnel employed on any Government site become familiar with and obey Activity Regulations.
3. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry.
4. The contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption.

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5. Contractor personnel shall wear personal protective equipment in designated areas.
6. All contractor equipment shall be conspicuously marked for identification.
7. The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

HG10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2004)

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contract effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

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

(a) Performance of this task order by the contractor shall be conducted and performed in accordance with detailed obligations to which the contractor committed itself in proposal dated 15 July 2010 in response to NSWC Crane solicitation N00024-10-R-3278.

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

CONFORMANCE WITH THE ENVIRONMENTAL MANAGEMENT SYSTEM

The Contractor shall perform work under this contract, at the installation or at the Contractor site, consistent with the policy and objectives identified in the installation's Environmental Management System (EMS) and applicable rules and regulations provided to the contractor as Government Furnished Information (GFI). The Contractor shall perform work in a manner that conforms to objectives and targets, environmental programs and operational controls identified by the EMS. The Contractor shall provide monitoring and measurement information as required by the EMS coordinator (Environmental Protection Manager) to address environmental performance relative to environmental, energy, and transportation management goals.

In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall be responsible for coordinating with the installation's Environmental Protection office on proposed corrective and/or preventive actions and for completing all corrective/preventive actions as required by the EMS coordinator or the Environmental Protection Office. In addition, the Contractor shall ensure its employees are aware of their roles and responsibilities under the EMS and Environmental laws and regulations, and how these EMS roles and responsibilities affect work performed under the contract.

The Contractor shall be responsible for ensuring their employees receive applicable environmental and occupational health and safety training, and maintain regulatory-required specific training for the type of work to be conducted. All Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause an environmental impact shall be competent on the basis of appropriate education, training or experience. Upon contract award, the Government will provide EMS Awareness and Environmental Awareness training on CD to the Contractor. The contractor shall provide the EMS coordinator with all training records required by the EMS coordinator or the Environmental Protection Office (including but not limited to EMS training, waste water treatment certifications, asbestos certifications, etc.) for all contractor personnel and subcontractor personnel within 30 days

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prior to performance or at time of contract award whichever comes first and annually thereafter. The installation EMS Coordinator will retain associated records.

JCC-I/A CLAUSE 952.222-0001

PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (Aug 2009)

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

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee’s native language that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor’s written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

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

(6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements, including requirements for visas and work permits.

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

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

JCC-I/A CLAUSE 952.223-0001

REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (MAR 2009)

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

Report the following information:

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

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Phone number
e-mail address
Victim:
Name
Gender (Male/Female)
Age
Nationality
Country of permanent residence
Incident:
Description
Location
Date and time
Other Pertinent Information

JCC-I/A CLAUSE 952.225-0001
ARMING REQUIREMENTS AND PROCEDURES FOR
PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION
(FEB 2010)

(a) General. Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, United States Forces – Iraq (USF-I) and United States Forces – Afghanistan (USFOR-A) Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, who will seek individual authorization to be armed under the provisions of this contract (requests for blanket authorization for groups or organizations will not be approved), comply with the contents of this clause and with the requirements set forth in the following:

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

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

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

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

- (1) Weapons Qualification/Familiarization. All employees must meet the weapons qualification requirements on the

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requested weapon(s) established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.

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

(3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) Lapses in Training or Authorization. Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within twelve (12) months of the last training date will constitute a lapse in

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the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority. Additionally, the arming authority's authorization letter is valid for a maximum of twelve (12) months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training).

(i) Authorized Weapon & Ammunition Types. Unless DCDRUSCENTCOM (or a designee) expressly provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. Notwithstanding Host Nation laws or regulations that would allow use of heavier weapons by contract security/PSC, all DoD security service / PSC contractors must have weapons approved by DCDRUSCENTCOM (or a designee) before use. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

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

(j) Requirements for Individual Weapons Possession. All employees of the contractor and its subcontractors at all tiers who are authorized to be armed under this contract must:

- (1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c) and subsequently authorized to carry;
- (2) Carry weapons only when on duty or at a specific post (according to their authorization);
- (3) Not conceal any weapons, unless specifically authorized;
- (4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and
- (5) IAW USCENTCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage when armed for personal protection.

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

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

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

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

(n) Contractor Vehicles. Vehicles used by contractor and subcontractor personnel in the course of their security

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duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

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

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

JCC-I/A CLAUSE 952.225-0002
ARMED PERSONNEL INCIDENT REPORTS
(JAN 2010)

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

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

(c) AFGHANISTAN: Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the PARC-A Chief of Operations and the JOC @ USFOR-A (JOC SHIFT DIRECTOR, DSN: 318-237-1761) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The PARC-A Chief of Operations in coordination with the JOC will issue guidance for further reporting requirements.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/JOC Watch.

JCC-I/A CLAUSE 952.225-0003
FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS
(JAN 2010)

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

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

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coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring 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).

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

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

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically related services or transportation rendered. In accordance with OUSD(C) Memorandum dated 4 June 2008, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

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

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

JCC-I/A CLAUSE 952.225-0004

COMPLIANCE WITH LAWS AND REGULATIONS
(JAN 2010)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

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

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

(d) Contractor employees performing in the USCENTCOM Area of Responsibility (AOR) may be subject to the

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

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

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

JCC-I/A CLAUSE 952.225-0005
MONTHLY CONTRACTOR CENSUS REPORTING (MAR 2009)

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

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of thirdcountry nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-00010.

JCC-I/A CLAUSE 952.225-0009MEDICAL SCREENING AND VACCINATION REQUIREMENTSFOR LOCALLY HIRED EMPLOYEES [IRAQ ONLY](JAN 2010)

- (a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National, and U.S. employees, working on military have been screened for and do not currently have active tuberculosis (TB).
- (1) Contractors may utilize a testing method of either a chest xray or TB skin test (TST).
 - (i) Chest x-rays shall be taken and TSTs administered within 90 days prior to the start of employment.
 - (ii) Screening may be performed either by a licensed medical provider from the local economy or by contractor's licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.
 - (2) TB screening documentation shall be provided to the responsible Base Defense Operations Center (BDOC) prior to issuance of base access badges.
- (b) Contractor employees, including subcontractors at any tier, who work in positions where they are working with food or water production and distribution, shall have current Typhoid and Hepatitis“A” (full series) vaccinations, in addition to the TB tests required above.
- (c) At least the first inoculation in the Hepatitis“A” series must be given prior to the start of employment, with continuation and completion of the inoculation series. Once the complete Hepatitis“A” vaccination series is completed, it does not have to be repeated.
- (1) The Typhoid inoculation must be completed within two years prior to the date of employment in the food and water service capacity. The Typhoid vaccination requires a booster immunization every three years.
 - (2) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR proof that their employees and their subcontractor (at any tier) employees have received the above vaccinations. The contractor

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shall maintain their employees' vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees' vaccination records for examination by the Contracting Officer.

JCC-I/A CLAUSE 952.225-0013 CONTRACTOR HEALTH AND SAFETY (FEB 2010)

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

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

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 SBAs 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 H19.

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 SBAs 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 H19.

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SECTION I CONTRACT CLAUSES

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

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 year

52.217-5 Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Governments best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$ 1,013,472 **(includes prime and subcontractor burdened overtime)** or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements

(DEVIATION)

Use the following clause in all contracts in excess of \$1 million utilizing funds appropriated by the Fiscal Year 2010 Defense Appropriations Act (Pub. L. 111-118), except in contracts for the acquisition of commercial items and commercially available off-the-shelf items.

ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES

RESTRICTING THE USE OF MANDATORY ARBITRATION

AGREEMENTS (DEVIATION) (FEB 2010)

(a) *Definitions.*

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor-

(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

52.244-2 (d) Subcontractors

If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: Any subcontract exceeding the Simplified

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Acquisition Threshold (\$100,000.00), inclusive of subcontractor labor, fees, and ODCs (both travel and material), not previously included in the Prime Contractor's accepted proposal.

FAR 52.228-3, 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.

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUL 2009)

(a) Definitions. As used in this clause—

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

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

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

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

(b) General.

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

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

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

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

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

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

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

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

(c) Support.

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

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

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

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

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur.

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Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

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

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

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

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

(d) Compliance with laws and regulations.

(1) 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—

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

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

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

(iv) 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.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(e) Pre-deployment requirements.

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

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

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

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

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

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

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

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

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

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

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as 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 war crime when committed by a civilian national of the United States;

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

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

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

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

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

(g) Personnel data.

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

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

(h) Contractor personnel.

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

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

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

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

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

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct—

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

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

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

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

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

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

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

(A) Safely;

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

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

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

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

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

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

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

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

(m) Evacuation.

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

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

(n) Next of kin notification and personnel recovery.

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

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

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

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

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

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

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

252.225-7997 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN (DEVIATION) (DEC 2009)

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

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

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

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

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

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

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CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.farsite.hill.af.mil/>

52.219-6 Notice of Total Small Business Set-Aside (JUN2003)

52.222-41 Service Contract Act of 1965 (NOV 2007)

52.234-4 Earned Value Management System (JUL 2006)

52.245-1 Government Property (JUN 2007)

252.227-7013 Rights In Technical Data - Noncommercial Items (NOV 1995)

252.227-7014 Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995)

252.227-7015 Technical Data - Commercial Items (NOV 1995)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - CDRLs A001-A009

Attachment 2 - DD254

Attachment 3 - Approved Subcontractor List

Attachment 4 - Quality Assurance Surveillance Plan (QASP)