

2. AMENDMENT/MODIFICATION NO. 64	3. EFFECTIVE DATE 22-Jan-2015	4. REQUISITION/PURCHASE REQ. NO. LOA Correction	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N65236	7. ADMINISTERED BY (If other than Item 6) CODE	S0107A

SPAWAR-Systems Center Lant (CHRL)  
P.O. BOX 190022  
North Charleston SC 29419-9022  
shauna.tangemann@navy.mil 843-218-4874

DCMA HUNTSVILLE  
1040 Research Blvd Ste 100  
Madison AL 35758-2040

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Vencore Services and Solutions, Inc 890 Explorer Blvd. Huntsville AL 92056-2695		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4096-V702 10B. DATED (SEE ITEM 13) 01-Jul-2010
CAGE CODE      59PM9      FACILITY CODE		[X]

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Shauna Tangemann, Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
	16B. UNITED STATES OF AMERICA
	BY <u>/s/Shaua Tangemann</u> (Signature of Contracting Officer)
	16C. DATE SIGNED 22-Jan-2015

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

**GENERAL INFORMATION**

The purpose of this modification is to correct the Lines of Accounting for CLINS 400006 and 600003 that were added on Modification 02. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

400006:

From: AF 1701804 60CC 252 4582A H 060951 2D X00130

To: ER 97X4930 NH3S 255 77777 0 050120 2F 000000 00C04860125V

600003:

From: AF 1701804 60CC 252 4582A H 060951 2D X00130

To: ER 97X4930 NH3S 255 77777 0 050120 2F 000000 00C04860125V

The total amount of funds obligated to the task is hereby increased from [REDACTED] by [REDACTED] to [REDACTED].

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

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

CLIN/SLIN	From	To
-----------	------	----

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 1 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R425	Base Year LABOR CLIN (Fund Type -TBD)	1.0	LO	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
400001	R425	PR: 1300165904 NETWORK: 100000419150 0010(Fund Type - TBD)					
400002	R425	PR: 1300173972 ACRN: AB (Fund Type - TBD)					
400003	R425	PR: 1300173972 ACRN: AC (Fund Type - TBD)					
400004	R425	PR: 1300173972 ACRN: AD (Fund Type - TBD)					
400005	R425	PR: 1300176905 ACRN: AE (Fund Type - TBD)					
400006	R425	PR: 1300178728 ACRN: ER (Fund Type - TBD)					
400007	R425	PR: 1300182817 ACRN: AG (Fund Type - TBD)					
400008	R425	PR: 1300185487 ACRN: AH (Fund Type - TBD)					
400009	R425	PR: 1300187332 ACRN: AJ (Fund Type - TBD)					
400010	R425	ACRN AK: LABOR FOR PWS PR# 1300191821 DOC # M6785409RC94603 COST CODE# 9RC94603126G NWA# 100000387874-0001(Fund Type - TBD)					
400011	R425	ACRN AL: LABOR FOR PWS PR# 1300194614 DOC # M6785411RC04L99 NWA# 100000464910-0060(PMC)					
400012	R425	ACRN AM: LABOR FOR PWS PR # 1300195547 DOC # M6785410RC00235 NWA # 100000435194-0030(Fund Type - OTHER)					
400013	R425	ACRN AN: LABOR FOR PWS PR # 1300196588 DOC # M6785411RC04M51 NWA # 100000475261-0030 (PMC)					
400014	R425	ACRN AP: LABOR FOR PWS PR # 1300200659 (PMC)					
400015	R425	ACRN AQ: LABOR FOR PWS PR # 1300203632 (Fund Type - TBD)					

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 2 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400016	R425	ACRN AR: LABOR FOR PWS PR # 1300203632 (Fund Type - TBD)					
400017	R425	ACRN AS: LABOR FOR PWS PR # 1300203579 (Fund Type - TBD)					
4100	R425	Option Year 1 LABOR CLIN (Fund Type - TBD)	1.0	LO	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
410001	R425	ACRN AN: Labor for PWS PR#: 1300213298 NWA/JON: 100000475261-0030 (Fund Type - TBD)					
410002	R425	ACRN AP: Labor for PWS PR#: 1300213298 NWA/JON: 100000387876-0001 (Fund Type - TBD)					
410003	R425	ACRN AB: Labor for PWS PR#: 1300213298 NWA/JON: 100000419154-0070 (Fund Type - TBD)					
410004	R425	ACRN AG: Labor for PWS PR#: 1300213298 NWA/JON: 100000415216-0050 (Fund Type - TBD)					
410005	R425	ACRN AS: Labor for PWS PR#: 1300213298 NWA/JON: 100000464910-0060 (Fund Type - TBD)					
410006	R425	ACRN AQ: Labor for PWS PR#: 1300213298 NWA/JON: 100000475261-0050 (Fund Type - TBD)					
410007	R425	ACRN AR: Labor for PWS PR#: 1300213298 NWA/JON: 100000475261-0040 (Fund Type - TBD)					
410008	R425	ACRN AT: Labor for PWS PR#: 1300213298 NWA/JON: 100000465004-0020 (Fund Type - TBD)					
410009	R425	ACRN AU: Labor for PWS PR#: 1300213298 NWA/JON: 100000415216-0050 (Fund Type - TBD)					
410010	R425	ACRN AV: Labor for PWS PR#: 1300217769 NWA: 100000475261-0070 (Fund Type - TBD)					
410011	R425	ACRN AW: Labor for PWS PR# 1300217769 NWA: 100000475261-0090 (Fund Type - TBD)					
410012	R425	ACRN AX: Labor for PWS NWA/JON: 100000415216-0050 (Fund Type - TBD)					
410013	R425	ACRN AZ: Labor for PWS NWA/JON: 100000496352-0010 (Fund Type - OTHER)					

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 3 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
410014	R425	ACRN BA: Labor for PWS NWA/JON: 100000503528-0100(Fund Type - OTHER)					
410015	R425	ACRN BB: Labor for PWS NWA/JON: BS-001411.0206010115 (Fund Type - OTHER)					
410016	R425	ACRN BC: Labor for PWS NWA/JON: 100000475263-0030(Fund Type - TBD)					
410017	R425	ACRN BD: Labor for PWS NWA/JON: 100000504335-0DTS(Fund Type - TBD)					
410018	R425	ACRN BE: Labor for PWS NWA/JON: 100000468538-0080(Fund Type - TBD)					
410019	R425	ACRN BF: Labor for PWS NWA/JON: 100000464910-0080(Fund Type - TBD)					
410020	R425	ACRN BG: Labor for PWS PR# 1300241174 (Fund Type - OTHER)					
410021	R425	ACRN BH: Labor for TMC PR# 1300238069 (Fund Type - OTHER)					
410022	R425	ACRN BH: Labor for MRC PR# 1300238069 (Fund Type - OTHER)					
410023	R425	ACRN BJ: Labor for BFT PR# 1300238069 (Fund Type - OTHER)					
410024	R425	ACRN AP: Labor for PWS PR#: 1300243725 NWA/JON: 100000387876-0001(Fund Type - TBD)					
410025	R425	ACRN AG: Labor for PWS PR: 1300243725 COST CODE: 0RC04863125V NWA/JON: 100000415216-0050(Fund Type - TBD)					
410026	R425	ACRN BK: Labor for PWS PR: 1300252462 DOC: M6785412RC14K56 COST CODE: 2RC14K56114D NWA: 100000690084-0070 (Fund Type - TBD)					
410027	R425	ACRN BL: Labor for PWS PR: 1300252462 DOC: M6785411RC14927 COST CODE: 1RC14927124F NWA: 100000504335-0DTS (Fund Type - TBD)					
410028	R425	ACRN BM: Labor for PWS PR: 1300252462 DOC: M6785412RC14J63 COST CODE: 2RC14J6312K1 NWA: 100000582121-1DTS (Fund Type - TBD)					
410029	R425	ACRN BN: Labor for PWS PR: 1300252462 DOC: M6785411RC14C75 COST CODE: 1RC14C7512ZQ NWA: 10000050574-0010 (Fund Type - TBD)					

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 4 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
410030	R425	ACRN BP: Labor for PWS PR: 1300256942 (WCF)					
410031	R425	ACRN BP: Labor for PWS PR: 1300256942 (WCF)					
410032	R425	ACRN BP: Labor for PWS PR: 1300256942 (WCF)					
4200	R425	Option Year 2 LABOR CLIN (Fund Type - TBD)	1.0	LO	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
420001	R425	ACRN BR: Labor for PWS NWA/JON: 100000504393 XCON(Fund Type - TBD)					
420002	R425	ACRN BS: Labor for PWS NWA/JON: 100000504397 2DTS(Fund Type - TBD)					
420003	R425	ACRN BT: Labor for PWS NWA/JON: 100000731337-0DTS(Fund Type - TBD)					
420004	R425	ACRN BU: Labor for PWS NWA/JON: 100000464910-0140(Fund Type - TBD)					
420005	R425	ACRN BV: Labor for PWS NWA/JON: 100000464773-MANT(Fund Type - TBD)					
420006	R425	ACRN BW: LABOR FOR PWS PR: 1300291256 DOC: M6785412RC14K56 COST CODE: 2RC14K56114D NWA: 1000006908840070 (Fund Type -TBD)					
420007	R425	ACRN BX: Labor for PWS PR: 1300296225 DOC: M6785411RC14C75 COST CODE: 2RC14K56114D NWA: 1000005057540010 (Fund Type -TBD)					
420008	R425	ACRN BY: Labor PR: 1300298205 DOC:M6785411RC12C95 COST CODE:1RC12C9514T2 NWA: 1000005035280010 (Fund Type -TBD)					
420009	R425	ACRN BZ: Labor PR: 1300298205 DOC: M6785411RC14B18 COST CODE: 1RC14B18124F NWA: 1000004649100080 (Fund Type - TBD)					
420010	R425	ACRN CA: Labor PR: 1300298205 DOC: M9545012RC24142 COST CODE: 2RC2414211X6 NWA: 1000006908840020 (Fund Type - TBD)					
420011	R425	ACRN CB PR: 1300303506 DOC: M6785412RC04Z28 COST CODE: 2RC04Z2812YO NWA: 100000452660-MPTA (Fund Type - TBD)					
420012	R425	ACRN CC PR: 1300303506 DOC: M9545012RCR2EW2 COST CODE: 2RCR2EW2126Q NWA: 100000752659-MPTA (Fund Type - TBD)					

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 5 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
420013	R425	ACRN CD: Labor for PWS PR: 1300326551 DOC: M9545013RC24F36 COST CODE: 3RC24F36124F NWA: 1000007946590QNA (Fund Type -TBD)					
420014	R425	ACRN CE: Labor for PWS PR: 1300326551 DOC: M9545013RC24F36 COST CODE: 3RC24F36124F NWA: 1000008049380QNA (Fund Type -TBD)					
420015	R425	ACRN CF: Labor for PWS PR: 1300326551 DOC: M9545013RC24F36 COST CODE: 3RC24F36124F NWA: 1000008049390QNA (Fund Type -TBD)					
420016	R425	ACRN CG: Labor for PWS PR: 1300326551 DOC: M9545013RC24F36 COST CODE: 3RC24F36124F NWA:100000804940 0QNA(Fund Type - TBD)					
420017	R425	ACRN CH: Labor for PWS PR 1300326551 DOC: M9545013RC34119 COST CODE: 3RC34119111N NWA: 100000802587-0020(Fund Type - TBD)					
420018	R425	ACRN CJ: Labor for PWS PR: 1300329695 DOC: M9545012RC24455 COST CODE: 2RC2445512K1 NWA: 100000504397-2DTS(Fund Type - TBD)					
420019	R425	ACRN CK: Labor for PWS PR: 1300329695 DOC: M9545012RC24455 COST CODE: 2RC2445512K1 NWA: 100000504393-XCON(Fund Type - TBD)					
420020	R425	ACRN CL: Labor for PWS PR: 1300336155 DOC: M9545013RCR2GF9 COST CODE: 3RCR2GF9123D NWA: 100000814229-0QNA(Fund Type - TBD)					
420021	R425	PR: 1300336155 DOC: M9545013RC36236 COST CODE: 3RC36236112T NWA: 100000810844-0QNA(Fund Type - TBD)					
420022	R425	ACRN CN: Labor for PWS PR: 1300336155 DOC: M6785411RC14090 COST CODE: 1RC1409012K1 NWA: 100000463406-0020(Fund Type - TBD)					
420023	R425	ACRN CP: Labor for PWS PR: 1300336155 DOC: M9545012RC24455 COST CODE: 2RC2445512K1 NWA: 100000504335-1DTS(Fund Type - TBD)					
420024	R425	ACRN CQ: Labor for PWS PR: 1300336155 DOC: M9545013RC24H91 COST CODE: 3RC24H91124I NWA: 100000464910-0170(Fund Type - TBD)					

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 6 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
420025	R425	PR: 1300341663 DOC: M9545013RC24J72 COST CODE: 3RC24J72112C NWA: 100000823147-0020(Fund Type - TBD)					
420026	R425	ACRN CS: Labor for PWS PR: 1300341663 DOC: M9545013RCR2GN8 COST CODE: 3RCR2GN8113J NWA: 100000788457-QNA1(Fund Type - TBD)					
420027	R425	ACRN BG: LABOR FOR PWS PR: 13003 39313 DOC: M6785411RC14105 COST CODE: 1RC1410511S0 NWA: 100000470475CMIT (Fund Type -TBD)					
420028	R425	ACRN CT: LABOR FOR PWS PR: 1300339313 DOC: M6785411RC14B18 COST CODE: 1RC14B18124F NWA: 100000464910-0080(Fund Type - TBD)					
4300	R425	Option Year 3 LABOR CLIN (Fund Type - TBD)	1.0	LO	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
430001	R425	LABOR IN SUPPORT OF DDSM PR: 1300361721 (RDT&E)					
430002	R425	LABOR IN SUPPORT OF EPLRS PR: 1300361721 (PMC)					
430003	R425	LABOR IN SUPPORT OF JTCW-GCCS-TCO PR: 1300361721 (PMC)					
430004	R425	LABOR IN SUPPORT OF DTC PR: 1300361721 (PMC)					
430005	R425	LABOR IN SUPPORT OF DTC PR: 1300361721 (PMC)					
430006	R425	LABOR IN SUPPORT OF DTC PR: 1300363642 (PMC)					
430007	R425	LABOR IN SUPPORT OF DTC PR: 1300365407 (PMC)					
430008	R425	LABOR IN SUPPORT OF DTC PR: 1300371470 (PMC)					
430009	R425	LABOR IN SUPPORT OF DTC PR: 1300371470 (PMC)					
430010	R425	LABOR IN SUPPORT OF DTC PR: 1300371470 (PMC)					
430011	R425	LABOR IN SUPPORT OF DTC PR: 1300371470 (PMC)					
430012	R425	LABOR IN SUPPORT OF DTC PR: 1300371470 (PMC)					
430013	R425	LABOR IN SUPPORT OF DTC PR: 1300383585 (Fund Type - TBD)					



CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 7 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
430014	R425	LABOR IN SUPPORT OF DTC PR: 1300383585 (Fund Type - TBD)					
430015	R425	ACRN DL Labor forPWS PR 1300392881 DOC M9545013RC32815 COST CODE: 3RC328151710 NWA 100000851841-0QNA (Fund Type - TBD)					
430016	R425	M9545014RC44095 (Fund Type - TBD)					
430017	R425	ACRN DN PR 1300395098 DOC M9545013RC24F36 COST CODE 3RC24F36124F NWA 100000804938-0QNA (Fund Type - TBD)					
430018	R425	ACRN DP PR 1300395098 DOC M9545014RC24N90 COST CODE 4RC24N90124P NWA 100000903282-0QNA (Fund Type - TBD)					
430019	R425	ACRN DQ PR 1300395098 DOC M9545014RC34C08 COST CODE 4RC34C08111X NWA 100000903282-QC08 (Fund Type - TBD)					
430020	R425	ACRN DR PR 1300397690 NWA# 100000810844-0QNA(PMC)					
430021	R425	ACRN DS PR 1300397690 NWA# 100000752659-QNA2(RDT&E)					
430022	R425	Doc No.: M9545014RCR4CA9 NWA: 100000922263-MPTA COST CODE: 4RCR4CA9113Q CIN 130041287100001 (Fund Type - TBD)					
430023	R425	Doc #: M9545013RC42465 Cost Code: 4RC424651710 NWA: 100000929711-1QNA(PMC)					
430024	R425	Doc #: M9545014RC4AZ7 Cost Code: 4RCR4AZ7113T NWA: 100000899753-0020(RDT&E)					
430025	R425	Doc #: M9545013RC24F36 Cost Code: 3RC24F36124F NWA: 100000794659-0QNA Funds Exp: 30 Sep2014 PR: 1300424673 (PMC)					
430026	R425	Doc #: M9545013RC36236 Cost Code: 3RC36236112T NWA: 1000008108440QNA Funds Exp: 30 Sep2014 PR: 1300426036 (PMC)					
430027	R425	Doc No.: M9545013RC36236 Cost Code: 3RC36236112T Funds Exp: 30 Sept 2015 NWA: 100000810844-0QNA CIN 130042898200001 PR 1300428982 (PMC)					

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 8 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
430028	R425	Doc No.: M9545014RC44685 Cost Code: 4RC44685111N Funds Exp: 30 Sept 2016 NWA: 100000923551-0030 CIN 130042898200002 PR 1300428982 (PMC)					
4400	R425	Option Year 4 LABOR CLIN (Fund Type - TBD)	1.0	LO	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
440001	R425	Doc No:M9545014RC42671 Cost Code: 4RC426711710 Exp: Sep 30, 2016 NWA: 100000851841-AVP2 PR: 1300429413 (PMC)					
440002	R425	Doc No: M9545013RC24F36 Cost Code: 3RC24F36124F Exp Date: Sep 30,2014 NWA: 100000794659-0QNA PR: 1300429413 (PMC)					
440003	R425	Doc No: M9545014RCR4AZ7 Cost Code: 4RCR4AZ7113T NWA: 1000008997530020 Exp: Sep 30, 2015 PR: 1300429413 (RDT&E)					
440004	R425	Doc No: M9545014RC44685 Cost Code: 4RC44685111N NWA: 1000009235510030 Exp: Sep 30, 2016 PR: 1300429413 (PMC)					
440005	R425	Doc No: M9545013RC34A30 Cost Code: 3RC34A30111Q NWA: 100000901445-QNA1 Exp Date: Sep 30,2015 PR: 1300429413 (PMC)					
440006	R425	Doc No: M9545012RC24407 Cost Code: 2RC24407124I NWA: 100000464910-0140 Exp Date: Sep 30,2014 PR: 1300429413 (PMC)					
440007	R425	Doc No: M9545014RC44838 Cost Code: 4RC44838111R NWA: 100000901445-V702 Exp Date: Sep 30,2016 PR: 1300429413 (PMC)					
440008	R425	Fund Doc: M9545014RC34C08 NWA: 100000903282-QC08 Exp Date: 30 Sept2015 CIN: 130043496800003 PR: 1300434968 (PMC)					
440009	R425	Fund Doc: M9545013RC36236 NWA: 1000008108440QNA Exp Date: 30 Sept2015 CIN: 130043496800005 PR: 1300434968 (PMC)					
440010	R425	Fund Doc: M9545014RC44329 NWA: 100000464910-QNA1 Exp Date: Sep 30,2016 CIN: 130043496800001 PR: 1300434968 (PMC)					

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 9 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
440011	R425	Fund Doc: M9545014RCR4DY8 NWA: 100000955540-QNAT Exp Date: Sep 30,2015 CIN: 130043496800007 PR: 1300434968 (RDT&E)					
440012	R425	Funding Doc: M9545014RCR4CM2 Appropriation: R&D Expiration Date: Sep 30, 2015 NWA: 100000929671-0010 PR#: 1300447744 (RDT&E)					
440013	R425	Funding Doc: M9545014RC44224 Appropriation: PMC Expiration Date: Sep 30, 2016 NWA#: 100000913407-45BA PR#: 1300447744 (PMC)					
440014	R425	NWA: 100000988404-0010 EXP: Sep 30, 2016(PMC)					
440015	R425	NWA: 100000955540-QNAT EXP: Sep 30, 2015 PR: 1300460729 (RDT&E)					
440016	R425	Funding Doc: M9545015RC52031 NWA: 100000942479-1QNA EXP: Sep 30, 2016(PMC)					
440017	R425	Funding Doc: M9545015RCR5AS2 NWA: 1000010112040100 EXP: Sep 30, 2016(RDT&E)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R425	Base Year ODC CLIN (Fund Type -TBD)	1.0	LO	\$ [REDACTED]
600001	R425	PR: 1300173972 ACRN: AC (Fund Type - TBD)			
600002	R425	PR: 1300173972 ACRN: AD (Fund Type - TBD)			
600003	R425	PR: 1300178728 ACRN: ER (Fund Type - TBD)			
600004	R425	PR: 1300182817 ACRN: AG (Fund Type - TBD)			
600005	R425	PR: 1300185487 ACRN: AH (Fund Type - TBD)			
600006	R425	PR: 1300195547 ACRN: AM (Fund Type - TBD)			
600007	R425	PR: 1300200659 ACRN: AP (PMC)			
600008	R425	PR: 1300203632 ACRN: AR (Fund Type - TBD)			
6100	R425	Option Year 1 ODCCLIN (Fund Type -TBD)	1.0	LO	\$ [REDACTED]
610001	R425	ACRN AP: ODCs forPWS PR#: 1300213298 NWA/JON: 100000387876-0001(Fund Type - TBD)			
610002	R425	ACRN AH: ODCs forPWS PR#: 1300213298 NWA/JON: 100000463406-0020(Fund Type - TBD)			

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 10 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
610003	R425	ACRN AG: ODCs forPWS PR#: 1300213298 NWA/JON: 100000415216-0050(Fund Type - TBD)			
610004	R425	ACRN AT: ODCs forPWS PR#: 1300213298 NWA/JON: 100000465004-0020(Fund Type - TBD)			
610005	R425	ACRN AU: ODCs forPWS PR#: 1300213298 NWA/JON: 100000415216-0050(Fund Type - TBD)			
610006	R425	ACRN AD: ODCs forPWS PR#: 1300213298 NWA/JON: 100000419150-0010(Fund Type - TBD)			
610007	R425	ACRN AW: ODCs forPWS PR#: 1300217769 NWA: 100000475261-0090(Fund Type - TBD)			
610008	R425	ACRN AY: ODCs forPWS NWA/JON: 100000475261-0100(Fund Type - TBD)			
610009	R425	ACRN AZ: ODCs forPWS NWA/JON: 100000496352-0010(Fund Type - OTHER)			
610010	R425	ACRN BA: ODCs forPWS NWA/JON: 100000503528-0100(Fund Type - OTHER)			
610011	R425	ACRN AS: ODCs for PWS NWA/JON: 100000464910-0060(Fund Type - TBD)			
610012	R425	ACRN BB: Labor for PWS NWA/JON: BS-001411.0206010115 (Fund Type - TBD)			
610013	R425	ACRN BF: ODCs forPWS NWA/JON: 100000464910-0080(Fund Type - TBD)			
610014	R425	ACRN BJ: ODCs forBFT PR: 1300238069 (Fund Type - OTHER)			
610015	R425	ACRN BK: ODC for PWS PR: 1300252462 DOC: M6785412RC14K56 COST CODE: 2RC14K56114D NWA: 100000690084-0070 (Fund Type - TBD)			
610016	R425	ACRN BM: ODC for PWS PR: 1300252462 DOC: M6785412RC14J63 COST CODE: 2RC14J6312K1 NWA: 100000582121-1DTS (Fund Type - TBD)			
610017	R425	ACRN BQ: ODCs forPWS NWA/JON: 100000463082-MANT(Fund Type - TBD)			
610018	R425				
610019	R425				
610020	R425				
610021	R425				
6200	R425	Option Year 2 ODCCLIN (Fund Type -TBD)	1.0	LO	\$ [REDACTED]
620001	R425	ACRN BR: ODCs forPWS NWA/JON: 100000504393 XCON(Fund Type - TBD)			
620002	R425	ACRN BS: ODCs forPWS NWA/JON: 100000504397 2DTS(Fund Type - TBD)			
620003	R425	ACRN BT: ODCs forPWS NWA/JON: 100000731337-0DTS(Fund Type - TBD)			
620004	R425	ACRN BU: ODCs forPWS NWA/JON: 100000464910-0140(Fund Type - TBD)			
620005	R425	ACRN BY: ODC PR: 1300298205 DOC:M6785411RC12C95 COST CODE:1RC12C9514T2 NWA: 1000005035280010 (Fund Type - TBD)			
620006	R425	ACRN CB PR: 1300303506 DOC: M6785412RC04Z28 COST CODE: 2RC04Z2812YO NWA: 100000452660-MPTA (Fund Type - TBD)			
620007	R425	ACRN CC PR: 1300303506 DOC: M9545012RCR2EW2 COST CODE: 2RCR2EW2126Q NWA: 100000752659-MPTA (Fund Type - TBD)			

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 11 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
620008	R425	ACRN BV: Labor for PWS NWA/JON: 100000464773-MANT(Fund Type - TBD)			
620009	R425	ACRN CT: ODC FOR PWS PR: 1300339313 DOC: M6785411RC14B18 COST CODE: 1RC14B18124F NWA:100000464910-0080(Fund Type - TBD)			
620010	R425	ACRN CU: ODC for PWS PR: 1300339313 DOC: M9545012RC24982 COST CODE: 2RC24982124I NWA: 100000743089-0010(Fund Type - TBD)			
6300	R425	Option Year 3 ODCCLIN (Fund Type -TBD)	1.0	LO	\$ [REDACTED]
630001	R425	ODCS IN SUPPORT OF EPLRS PR: 1300361721 (PMC)			
630002	R425	ODCS IN SUPPORT OF JTCW-GCCS-TCO PR: 1300361721 (PMC)			
630003	R425	ODCS IN SUPPORT OF DTC PR: 1300361721 (PMC)			
630004	R425	ODCS IN SUPPORT OF DTC PR: 1300361721 (PMC)			
630005	R425	ODCS IN SUPPORT OF DTC PR: 1300365407 (PMC)			
630006	R425	ODCS IN SUPPORT OF DTC PR: 1300371470 (PMC)			
630007	R425	ODCS IN SUPPORT OF DTC PR: 1300371470 (PMC)			
630008	R425	ODCS IN SUPPORT OF DTC PR: 1300371470 (PMC)			
630009	R425	ODCS IN SUPPORT OF DTC PR: 1300371470 (PMC)			
630010	R425	ODCS IN SUPPORT OF DTC PR: 1300371470 (PMC)			
630011	R425	ODCS IN SUPPORT OF DTC PR: 1300371470 (PMC)			
630012	R425	ODCS IN SUPPORT OF DTC PR: 1300371470 (PMC)			
630013	R425	ODCS IN SUPPORT OF DTC PR: 1300371470 (PMC)			
630014	R425	ODCS IN SUPPORT OF DTC PR: 1300371470 (PMC)			
630015	R425	ACRN DL Labor forPWS PR 1300392881 DOC M9545013RC32815 COST CODE: 3RC328151710 NWA 100000851841-0QNA (Fund Type - TBD)			
630016	R425	ACRN DQ PR 1300395098 DOC M9545014RC34C08 COST CODE 4RC34C08111X NWA 100000903282-QC08 (Fund Type - TBD)			
630017	R425	ACRN DR PR 1300397690 NWA# 100000810844-0QNA(PMC)			
630018	R425	ACRN DS PR 1300397690 NWA# 100000752659-QNA2(RDT&E)			
630019	R425	ACRN: DM PR: 1300404062 Document: M9545014RC44095 Cost Code: 4RC44095111N (Fund Type - TBD)			
630020	R425	Doc #: M9545013RC42465 Cost Code: 4RC424651710 NWA: 100000929711-1QNA(Fund Type - TBD)			
630021	R425	Doc #: M9545013RC24F36 Cost Code: 3RC24F36124F NWA: 100000794659-0QNA Funds Exp: 30 Sep2014 PR: 1300424673 (PMC)			
6400	R425	Option Year 4 ODCCLIN (Fund Type -TBD)	1.0	LO	\$ [REDACTED]
640001	R425	Doc No:M9545014RC42671 Cost Code: 4RC426711710 Exp: Sep 30, 2016 NWA: 100000851841-AVP2 PR: 1300429413 (PMC)			
640002	R425	Doc No: M9545013RC24F36 Cost Code: 3RC24F36124F Exp Date: Sep 30,2014 NWA: 100000794659-0QNA PR: 1300429413 (PMC)			

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 12 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
640003	R425	Doc No: M9545014RC44685 Cost Code: 4RC44685111N NWA: 1000009235510030 Exp: Sep 30, 2016 PR: 1300429413 (PMC)			
640004	R425	Doc No: M9545014RC44838 Cost Code: 4RC44838111R NWA: 100000901445-V702 Exp Date: Sep 30,2016 PR: 1300429413 (PMC)			
640005	R425	Fund Doc: M9545014RC44329 NWA: 100000464910-QNA1 Exp Date: Sep 30,2015 CIN: 130043496800002 PR: 1300434968 (PMC)			
640006	R425	Fund Doc: M9545014RC34C08 NWA: 100000903282-QC08 Exp Date: Sep 30,2015 CIN: 130043496800004 PR: 1300434968 (PMC)			
640007	R425	Fund Doc: M9545013RC36236 NWA: 1000008108440QNA Exp Date: Sep 30,2015 CIN: 130043496800006 PR: 1300434968 (PMC)			
640008	R425	Funding Doc: M9545014RCR4CM2 Appropriation: R&D Expiration Date: Sep 30, 2015 NWA#: 100000929671-0010 PR#: 1300447744 (RDT&E)			
640009	R425	Funding Doc: M9545014RC44224 Appropriation: PMC Expiration Date: Sep 30, 2016 NWA#: 100000913407-45BA PR#: 1300447744 (PMC)			
640010	R425	NWA: 100000988404-0010 EXP: 9/30/2016 (PMC)			
640011	R425	Funding Doc: M9545015RC52031 NWA: 100000942479-1QNA EXP: Sep 30, 2016 PR: 1300465660 (PMC)			
640012	R425	NWA: 100001003196-XKSV EXP: Sep 30, 2016(RDT&E)			

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

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

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

Base Period	████████	████████	████████
Option 1	████████	████████	████████
Option 2	████████	████████	████████
Option 3	████████	████████	████████
Option 4	████████	████████	████████

\*\*Contractor is to identify basis for fixed fee amount:  
████████ Prime Hours Only      ██████ Total Staff-Hours

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

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

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel from an employee's residence

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 13 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.

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

(1) If the Contractor has provided not more than 105% of X or not less than 95% of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.

(2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, performance shall not extend beyond 30 September. In no event shall the Contractor be required to provide more than 105% of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.

(3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.

(4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than 95% of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work. The total fee due the contractor shall be adjusted so as to be in direct proportion to the number of direct hours utilized in the same ration of fee to the estimated total hours then set forth in the contract.

(5) Nothing herein contained shall, in any way, abrogate the Contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.

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

(1) The total number of staff-hours of direct labor expended during the applicable period.

(2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.

(3) A breakdown of other costs incurred.

(4) The Contractor's estimate of the total allowable cost incurred under the contract for the period.

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

(5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.

(6) A calculation of the appropriate fee reduction in accordance with this clause.

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

#### ADDITIONAL SLINS

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

#### LIMITATION OF LIABILITY – INCREMENTAL FUNDING

CLINs 4000 and 6000 are incrementally funded and the amount currently available for payment hereunder is limited to [REDACTED]. It is estimated that these funds will cover the cost of performance through **30 June 2011** Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no

legal liability on the part of the Government for payment in excess of [REDACTED], shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLINS	TOTAL CPFF	FUNDS THIS ACTION	TOTAL FUNDS AVAILABLE	BALANCE UNFUNDED
4000	\$ [REDACTED]	\$ -	\$ [REDACTED]	\$ [REDACTED]
6000	\$ [REDACTED]	\$ -	\$ [REDACTED]	\$ [REDACTED]
TOTAL	\$ [REDACTED]	\$ -	\$ [REDACTED]	\$ [REDACTED]

CLINs 4100 and 6100 are is incrementally funded and the amount currently available for payment hereunder is limited to [REDACTED]. It is estimated that these funds will cover the cost of performance through **30 June 2012** Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of \$ [REDACTED] shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLINS	TOTAL CPFF	FUNDS THIS ACTION	TOTAL FUNDS AVAILABLE	BALANCE UNFUNDED
4100	[REDACTED]	\$ -	[REDACTED]	[REDACTED]
6100	\$ [REDACTED]	\$ -	\$ [REDACTED]	\$ [REDACTED]
TOTAL	\$ [REDACTED]	\$ -	\$ [REDACTED]	\$ [REDACTED]

CLINs 4200 and 6200 are is incrementally funded and the amount currently available for payment hereunder is limited to \$ [REDACTED]. It is estimated that these funds will cover the cost of performance through **30 June 2013** Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of \$ [REDACTED], shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLINS	TOTAL CPFF	FUNDS THIS ACTION	TOTAL FUNDS AVAILABLE	BALANCE UNFUNDED
4200	[REDACTED]	\$ -	[REDACTED]	[REDACTED]
6200	[REDACTED]	\$ -	[REDACTED]	[REDACTED]
TOTAL	[REDACTED]	\$ -	[REDACTED]	[REDACTED]

CLINs 4300 and 6300 are incrementally funded and the amount currently available for payment hereunder is limited to [REDACTED]. It is estimated that these funds will cover the cost of performance through **30 June 2014** Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of [REDACTED] shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLINS	TOTAL CPFF	FUNDS THIS ACTION	TOTAL FUNDS AVAILABLE	BALANCE UNFUNDED
4300	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 15 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

6300	\$ [REDACTED]	\$ -	\$ [REDACTED]	\$ [REDACTED]
TOTAL	\$1 [REDACTED]	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]

CLINs 4400 and 6400 are incrementally funded and the amount currently available for payment hereunder is limited to \$ [REDACTED]. It is estimated that these funds will cover the cost of performance through **30 June 2015** Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of \$ [REDACTED] shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLINS	TOTAL CPFF	FUNDS THIS ACTION	TOTAL FUNDS AVAILABLE	BALANCE UNFUNDED
4400	[REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
6400	[REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
TOTAL	[REDACTED]	[REDACTED]	\$ [REDACTED]	\$ [REDACTED]

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 16 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **C-302 PERFORMANCE WORK STATEMENT (DEC 1998)**

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

#### **Section C - Performance Work Statement (PWS)**

SPAWARSYSCEN-CHARLESTON, Code 5.3.1.N, Data Transport Systems Integration and Sustainment Support

### **1.0 INTRODUCTION**

The Department of the Navy (DoN), Space and Naval Warfare System Center Atlantic (SSC-A) is acquiring support services for data transport systems. These services are required in support of Marine Corps Systems Command (MCSC) and will support several Department of Defense (DoD) tactical and operational programs.

### **2.0 BACKGROUND**

SSC-A provides services to the DoD via service life extension programs (SLEP) for programs of record, scheduled equipment refresh, engineering analysis for material fabrications, logistical analysis, fielding, training and sustainability of equipment for the warfighter.

The number of programs that SSC-A supports has grown to the point where existing support contracts no longer can keep the pace with the growing requirement from the projects' sponsors. SSC-A is determined to canvass the marketplace to search for support that will facilitate the accomplishment of support services, specifically training and the development of training materials. With industry support in these areas, the government Project Engineers will be better able to dedicate their time to managing their programs and the warfighter will realize the benefits by having programs that are better trained and better utilized within program schedules at or below cost estimates.

### **3.0 SCOPE**

The objective of this Task Order is to obtain the full range of training development and services to assist and support the SSC-A to carry out its duties and responsibilities to deliver world-class training programs, systems and services to their customers. The range of the Task Order services required span subject matter expertise from mechanical engineering, electrical engineering, technical subject matter experts, curriculum development, traditional formal instruction, interactive multimedia instruction, interactive electronic technical manuals, traditional technical manuals, and manpower, personnel and training analysis.

The contractor will provide reports, drawings, and other services as required in support of SSC-A's mission identified in the Task Order. The contractor will provide input to program plans, documentation, requirements definition, sustainment all the while performing in accordance with standards, specifications and best practices. The contractor must stay on schedule, within time constraints and within budget.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 17 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

#### 4.0 PLACE OF PERFORMANCE

Work shall be primarily performed at SSC-A in North Charleston, SC. Other sites where work may be performed include:

- (1) Quantico, VA
- (2) Camp Pendleton, CA
- (3) Camp LeJeune, NC
- (4) Kuwait
- (5) South Korea
- (6) Australia
- (7) Contractor Site

#### 5.0 APPLICABLE DIRECTIVES / REFERENCES

The contractor shall adhere to the following documents in accordance with paragraph 8.0, Performance Requirements:			
Document Type	No./Version	Title	Date
SPAWARINST	12901.1	Hostile Area Deployment Instruction	02/27/04
Military Standard	882D	Standard Practice for System Safety	02/10/00
Military Standard	9001:2000	Quality Control	01/2000
Military Performance	29612B	Training Data Products	08/31/01
Military Standard	1472F(1)	Human Systems Engineering	12/05/03
Military Handbook	61A	Configuration Management Guidance	02/07/01
Military Handbook	470A	Designing and Developing Maintainable	08/04/97

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 18 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

		Products and Services	
Military Handbook	29612A	Guidance for Acquisition of Training Data Products and Services (Parts 1-5)	08/31/01

## 6.0 SECURITY

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

## 7.0 COR DESIGNATION/TASK ORDER MANAGER

The COR for this Task Order is Michael Griesman, Code 4.3.1.1.0, [mike.griesman@navy.mil](mailto:mike.griesman@navy.mil), 843-218-2498.

## 8.0 PERFORMANCE REQUIREMENTS

The identified tasks are to be completed and delivered in accordance with the requirements stated in each task.

### 8.1 Program and Data Management (**Procurement Funding or Operations and Maintenance Funding**)

8.1.1 The contractor shall establish and maintain program management practices throughout the period of performance. Program management practices shall provide visibility into the contractor organization and techniques used in managing the program, specifically subcontractor and data management. Documentation shall be readily available to the TOM during planned visits.

DI-MGMT-80227, Contractor's Progress, Status and Management Report  
DI-ADMN-81249A, Conference Agenda  
DI-ADMN-81250A, Conference Minutes

8.1.2 The contractor is responsible for performance of requirements and shall institute appropriate surveillance actions relative to contractor performance.

8.1.3 The contractor shall establish a centralized system for management data. The contractor

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 19 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

shall make the maximum use of existing data and provide maximum multiple use of technical information. Specific data management functions shall include: schedule control for deliverables, maintenance of deliverables, approval of all subcontractor deliverable format, distribution, and delivery of data products. The system shall include facilities for storage of all data developed, and shall provide equal access to data by the Government and designated contractor staff.. The contractor shall ensure all data is centrally available for Government review to ensure continuity of the system.

Data Repository address: <https://c4iusmc.spawar.navy.mil/sites/CNS>

Data Repository address: <https://tacmobile.spawar.navy.mil>

8.1.4 The contractor shall maintain an accurate schedule of program training events and recommend program schedules, including review and evaluation techniques, which provide for the earliest delivery schedule while at the same time satisfying all requirements in a cost effective manner. The program schedule shall include all significant events, and shall depict major tasks and events from start to completion. This schedule shall be maintained via Microsoft Project 2003 Web-based Server Software.

## 8.2 Mechanical Engineering Support (**Procurement Funding or Operations and Maintenance Funding**)

8.2.1 The contractor shall design and document material engineering solutions and three dimensional graphic representations and acquisition documentation for tactical and commercial off road vehicular and ground based systems in support of training development.

## 8.3 Electrical Engineering Support (**Procurement Funding or Operations and Maintenance Funding**)

8.3.1 The contractor shall design, and document material engineering solutions, and, three dimensional graphic representations and acquisition documentation tactical and commercial off road vehicular and ground based systems in support of training development.

## 8.4 Configuration Management (CM) (**Procurement Funding or Operations and Maintenance Funding**)

8.4.1 The contractor shall implement a Configuration Management (CM) process for the control of all configuration items pertaining to the development of training products for various platform configurations to ensure each item delivered conforms to the approved CM Product Baseline. The principles contained in EIA-649 and MIL-HDBK-61A may be used for guidance. The contractor's CM program shall consist of configuration identification, and configuration control. Consideration for interfacing with other acquisition requirements such as design review, quality, and other program related disciplines shall be addressed. The Contractor CM process shall

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 20 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

conform to the quality system requirements.

### 8.5 Curriculum Development Support (**Procurement Funding or Operations and Maintenance Funding**)

8.5.1 The contractor shall be responsible for developing and maintaining all curricula to include lesson plans and student outlines in accordance with the Marine Corps System Approach to Training (SAT) Manual and the Marine Corps Training Information Management System (MCTIMS). This curriculum will be delivered to the TOM for approval.

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

8.5.3 The contractor will provide support via personnel that are well versed in the Systems Approach to Training (SAT) and will coordinate, review and work with the Training and Education Command (TECOM) and Marine Corps Communications and Electronics School (MCCES) to ensure all curriculum developed specifically is approved by both USMC Commands. These support personnel shall have an exceptional knowledge of the Marine Corps Training and Education System, while having a very strong Communication-Electronics background.

8.5.4 Courseware Design Plan. The contractor shall utilize Lesson Plans that have been developed for operator and maintainer training for PM CNS for the following systems: AN/VRC-103, AN/AN/VRC-104, AN/VRC-110, EPLRS, and AN/MRC-142C. When required these courses will be updated. The Course Design Plan shall contain, at a minimum:

(1) Introduction, (2) Course Structure, (3) Course Design Strategy, (4) Course Practice and Test Strategy, (5) Lesson Design Strategy (for each lesson), (6) Technical Functionality and (7) Course Flow Chart.

### 8.6 Mobile Training Instruction (**Procurement Funding or Operations and Maintenance Funding**)

8.6.1 The contractor shall be responsible for providing formal instruction for established courses, New Equipment Training (NET), sustainment training, and training as assigned by the TOM. This task includes, but is not limited to, providing students with: (1) The knowledge and skills to install, operate and maintain communications, networks, and satellite (CNS) systems; (2) Hands-on time (practical application) to practice their skills prior to testing; (3) Performance tests; and (4) Evaluation of skills.

8.6.2 The contractor shall Complete an After Instruction Report (AIR) per the Systems

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 21 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Approach to Training (SAT) Manual at the conclusion of each training event and assist the on-site coordination point of contract with classroom setup/teardown, equipment movement and equipment maintenance.

8.6.3 Skills required by contractor support include proficiency with Tactical Radio such as the Multi-Band Radio (MBR), Enhanced Position and Location Reporting System (EPLRS), Integrated Intra Squad Radio (IISR), and Tactical Hand Held Radio (THHR). As required other tactical communication, tactical networking and C4ISR Instruction shall be provided.

8.6.4 Methods of Instruction. The preferred methods of instruction are lectures, demonstrations, practical exercises and application. No less than seventy percent of course presentation shall be practical exercise and hands-on training. Fault isolation shall be accomplished by having students identify faults to the specific LRU and/or software configuration item with particular emphasis on high failure items. The trainee to instructor ratios shall be 5:1 for practical exercises and 15:1 for lectures.

8.6.4.1 Lesson Plan. The contractor shall update and deliver the GFI Lesson Plan (LP) to the Government that shall contain data that provides specific definition and direction to the instructor on learning objectives, equipment, instructional media requirements, and the conduct of training.

DI-SESS-81523B, Training Conduct Support Document (LP)

8.6.4.2 Trainee Guide (TG). The contractor shall update and deliver the Trainee Guide (TG) that shall contain data which enhances the trainee's mastery of the knowledge, skills, and attitudes needed for a given subject. These materials may be in the form of information, diagram, job, assignment, problem, and outline sheets.

DI-SESS-81523B, Training Conduct Support Document (TG)

8.6.4.3 Instructional Visual Aids. The contractor shall provide visual aids, i.e., PowerPoint, flip charts, etc., to be used by the instructor in the conduct of classes. They shall enhance the learning process and be IAW Government approved production standards.

DI-SESS-81523B, Training Conduct Support Document – Instructional Visual Aids

8.6.4.4 Test Package. The contractor shall develop and provide the specific requirements data necessary for the examination of an individual's knowledge, skills, attitudes, and achievement of terminal and enabling learning objectives. Examinations shall either be written or performance or a combination of both and they shall objectively measure the student's ability to achieve the requirements of the learning objectives. Answer keys will be provided for all written exams and performance checklists will be used to evaluate performance exams.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 22 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

## DI-SESS-81525B, Training Conduct Support Document Test Package

8.6.5 Initial Training. The contractor shall develop training material (courseware) to cover operator, maintenance and system administrator tasks for the designated system. The contractor shall be responsible for Initial Training and all the courseware to support it. Training and courseware shall cover the operation, maintenance, system administration, and repair of all components and ancillary equipment (if any) unique to the specific system.

8.6.6 Instructor and Key Personnel Training (I&KP). The contractor shall conduct I&KP training utilizing the Government approved draft courseware. I&KP training shall consist of courses for operators, maintainers and system administrators. The contractor shall be responsible for I&KP training and all courseware to support it. These courses shall be targeted to the personnel who will maintain the system up to the intermediate level of maintenance. Following completion of I&KP training, approved Government comments received from attendees shall be incorporated into the courseware to yield an improved product.

8.6.7 New Equipment Training (NET). The contractor shall conduct NET to take place at Government sites at the using units' locations to be determined. The contractor shall conduct classes for a maximum of 25 students per class. Number of classes to be determined based on returned fielding schedule.

### 8.7 Interactive Multimedia Instruction (**Procurement Funding or Operations and Maintenance Funding**)

8.7.1 Distributed Learning (DL). The contractor shall deliver a DL product IAW MIL-PRF-29612 Volumes 1 through 5. A developed goal of this portable training media is for software standardization between formal schools and DL where all courseware are in formats permitting smooth migration to distributed distance-based learning alternatives. DL courseware development shall comply with guidance contained in the Marine Corps DL Network (MarineNet) Courseware Development Technical Manual of the latest version, the Navy Marine Corps Intranet (NMCI) Core Build, the USMC Training and Education Command (TECOM) College of Continuing Education Courseware Development Technical Standards, and the Instructional Systems Design/ Systems Approach to Training (ISD/SAT), and the United States Marine Corps Interactive Multimedia Instruction (IMI) Style Guide. SPAWAR TOM shall develop a Courseware Contract Performance Plan. The Courseware Contract Performance Plan (CCPP) shall detail, at a minimum, the critical events and milestones, formal and informal In Process Review (IPR) events, courseware development timelines, identify courseware development tools, manufacturer and versions, courseware test events, and shall identify GFI and need dates.

8.7.2 DL Reviews. The contractor shall submit for review prototype modules in accordance with the DL's schedule or during all formal and informal meetings. The contractor shall present the Courseware Contract Performance Plan at all formal and informal meetings to include status



CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 23 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

updates incorporated. In the event of a schedule impact having an effect to meeting scheduled requirements, the contractor shall provide a detailed explanation and get well plan for each scheduled event impacted. DL Courseware IPR events shall be conducted at 30%, 60%, and 90% course completion intervals. At a minimum, the courseware content and storyboards shall be presented and reviewed during IPR events.

8.7.3 DL Validation and Verification. The preliminary DL product shall undergo a validation and verification review prior to final delivery. Validation shall be conducted by the contractor, an SSC-A TOM designee may be present during validation. The contractor shall certify the completeness and accuracy of all DL courseware materials. SSC-A TOM or designee will conduct verification. The contractor shall address all findings during the verification and shall update the DL courseware materials based upon verification findings.

8.7.4 DL Courseware. The contractor shall deliver DL Courseware which shall include Practice and Test Items. The contractor shall deliver prototype courseware prior to IPR events, in support of DL Courseware verification, and as a final product. All courseware files including, for example, course pages, images, shock wave files, animation, source files and source code shall be delivered with the final product.

## **9.0 GOVERNMENT FURNISHED INFORMATION**

The government will provide access to the contractor to several government data stores for required Government Furnished Information.

Data Repository address: <https://c4iusmc.spawar.navy.mil/sites/CNS>

Data Repository address: <https://tacmobile.spawar.navy.mil>

Data Repository address: <https://project.spawar.navy.mil>

SSC-A will respond with additional GFI as required. The contractor shall notify the TOM of any deficiencies in the GFI received. GFI requests will be submitted initially via email. If formalization of the request is required, a GFI Deficiency Report will be written and submitted to the TOM for action.

## **10.0 GOVERNMENT FURNISHED MATERIAL**

At the time of contract award, no government furnished material is identified for issue to the contractor.

## **11.0 GOVERNMENT FURNISHED EQUIPMENT**

During the period of performance of this contract, government furnished equipment may be necessary for the contractor to perform activities outlined in paragraph 8. The following table

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 24 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

identifies equipment that, if required, will be issued to the contractor via DD-1149. GFE identified in the following table may be issued, but only after a need validated by the TOM and a DD-1149 is issued.

Nomenclature	Model	Qty	Serial Number	Estimated Cost
AN/ VRC -114(V) 1 INSTALATION KIT	12050+0230-01	1		██████
AN/ PRC -117F ANCILLARY KIT	10513-0900-04	4		██████
AN/VRC-103	10513-0020-01	2		██████
AN/VRC-104 INSTALATION KITS	10540-0700-02	2		██████
2GHZ VEHICLE ANTENNA	RF-3187-AT320	1	B110116	██████
ANTENNA KIT SINGLE	12050-0307-01	1		██████
SATCOM ANTENNA KITS	5985-01-485-4672	6		██████
AN/PRC-117G SL-3 KITS	12050-0304-01	5		██████
ANTENNA MOUNT	5985-01-541-8860	1		██████
CONTROL- READOUT UNIT	A3271224	4		██████
	5820-01-452-1222			
CABLE ASSY. AC POWER	5825-01-198-0528	4		██████
CABLE ASSY. SPEC	5995-01-542-7478	4		██████
POWER SUPPLY	A3271227	4		██████
	6130-01-477-9906			
ANTENNA VEHICLE BROADBAND	RF3183-AT013	4		██████
	5985-01-559-0074			
Key Loader Variable	KVL-3000	1	201CGZ3301	██████
Key Loader Variable	KVL-3000	1	201CGZ3498	██████
Key Loader Variable	KVL-3000	1	201CGZ3295	██████
Key Loader Variable	KVL-3000	1	201CGZ3460	██████
Radio Set	AN/PRC-148 V1 C	1	7437	██████
Radio Set	AN/PRC-148 V1 C	1	7652	██████
Radio Set	AN/PRC-152 V1 C	1	48922	██████
Radio Set	AN/PRC-152 V1 C	1	50415	██████
Radio Set	AN/PRC-152 V1 C	1	51773	██████
Radio Set	AN/PRC-152 V1 C	1	78397	██████
Radio Set	AN/PRC-152 V1 C	1	147552	██████
Radio Set	AN/PRC-152 V1 C	1	147599	██████
Radio Set	AN/PRC-152 V1 C	1	147824	██████
Radio Set	AN/PRC-152 V1 C	1	148155	██████
Radio Set	RT-1694D P C U	1	47540	██████
Radio Set	RT-1694D P C U	1	47604	██████
Radio Set	RT-1694D P C U	1	47610	██████
Radio Set	RT-1694D P C U	1	47618	██████
Radio Set	RT-1720G C G	1	16702	██████
Radio Set	RT-1720G C G	1	16752	██████
Radio Set	RT-1720G C G	1	16774	██████
Radio Set	RT-1720G C G	1	16780	██████

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 25 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Nomenclature	Model	Qty	Serial Number	Estimated Cost
Radio Set	RT-1796 PRC	1	49765	██████
Radio Set	RT-1796 PRC	1	49856	██████
Radio Set	RT-1796 PRC	1	50122	██████
Radio Set	RT-1796 PRC	1	50138	██████
Radio Set	RT-1949 P C PRC	1	10376	██████
Radio Set	RT-1949 P C PRC	1	10574	██████
Radio Set	RT-1949 P C PRC	1	11130	██████
Radio Set	RT-1949 P C PRC	1	11225	██████
Radio Set	RT-1949 P C PRC	1	11333	██████

## 12.0 CONTRACTOR FURNISHED MATERIAL

At the time of contract award, no contractor furnished material is identified.

## 13.0 CONTRACTOR FURNISHED EQUIPMENT

The contractor may be required to conduct efforts at non-Government owned facilities during the period of performance of this contract. In the event that training development effort takes place in a commercial site rather than government facility the following CFE will likely be required to perform necessary services. The contractor will only be held responsible for the below equipment when efforts take place in non-government owned facilities.

Description	Quantity	Description	Quantity
Lamp, Hand	2	Screwdriver Set	2
Socket, Multi Drive Set	2	Hex Bit Set	2
Hammer, BP	2	Wrench Set Combo SAE Ratcheting	2
Mirror, Inspection	2	Wrench Set Combo SAE	2
Measuring, Tape	2	Wrench Adjustable	2
Screwdriver, Phillips #2 Point 4 Inch	2	Wrench, Pipe	2
Screwdriver, Phillips #2 Point 10 Inch	2	Pliers Set	2
Pliers Locking	2	Cable Cutter	2
Pry Bar 17"	2	5" Extension 1/2" size	2
Soldering Iron	2	6" Extension 3/8" size	2
Drill Bit Set	2	Universal Joint 1/2" size	2
Knife, Utility	2	Universal Joint 3/8" size	2
Wire Tool Stripper	2	Adhesive Gun	2
Coax Crimper	2	Vacuum Cleaner	2

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 26 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Coax Stripper	2	Drill, Right Angel	2
Cord Reel Auto	2	Sander, Cordless	2
Case Tools	2	Drill, Dewalt Cordless	2
Adhesive Gun, Dewalt Cordless	2	Clamp, Bench Vise 3"	2
Air Tool Kits	2	Retriever, Magnetic	2
Tap and Die Set	2	Crimper, #6-#12 AWG	2
Twisted Pair Termination Kit	2	Crimper, #12-#22 AWG	2
Tool, Rotary	2	Stripper, Wire Mechanical	2
Air Hose 50'	4	Pliers, Diagonal Cutting 8"	2
Ear Muff	2	Nibbler, Air	2
Heat Gun	2	Compressor, Air	2
Extractor, Screw Set	2	Iron, Soldering Cordless	2
Pliers, Diagonal Cutting 4"	2	Portable Light set	2
File Set 9 Piece	2	Uni Bits, #1, #2, #3	2
Electric Generator	2		

#### 14.0 TRAVEL REQUIREMENTS

When it becomes necessary for the contractor to travel, the contractor shall submit a request, via email to the SSC-A TOM seeking approval to travel before initiating any travel plans. All travel claims shall make reference to the e-mail, letter or phone call that granted approval. Failure to gain prior approval may result in the disallowance of invoiced travel claims.

Estimated annual travel requirements are as follows:

Location	# of Trips	# of Travelers	Duration-Days per person
Charleston, SC to Camp Pendleton, CA	4	5	12
Charleston, SC to Camp LeJuene, NC	3	5	12
Charleston, SC to Okinawa Japan	1	2	15
Charleston, SC to Iraq	1	2	90
Charleston, SC to Afghanistan	1	2	90
Charleston, SC to Kuwait	1	2	30
Charleston, SC to Quantico, VA	5	5	5

#### 15.0 DELIVERABLES

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 27 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Requirement #	Requirement Description	Due Date
A001	DI-MGMT-80227, Contractor's Progress, Status and Management Report	10 <sup>th</sup> of each month
A002	DI-ADMN-81249A, Conference Agenda	ASREQ
A003	DI-ADMN-81250A, Conference Minutes	ASREQ
A004	DI-SESS-81523B, Training Conduct Support Document (LP)	ASREQ
A005	DI-SESS-81523B, Training Conduct Support Document (TG)	ASREQ
A006	DI-SESS-81523B, Training Conduct Support Document – Instructional Visual Aids	ASREQ
A007	DI-SESS-81525B, Training Conduct Support Document Test Package	ASREQ

## 16.0 WORKLOAD ESTIMATE

The following workload data is provided for informational purposes only to assist you in estimating the price of this Task Order annually.

TASK #	Estimated Man Hours per Year	TASK #	Estimated Man Hours per Year
8.1	6110	8.14	6110
8.2	7755	8.15	7755
8.3	2820	8.16	2820
8.4	6110	8.17	6110
8.5	1880	8.18	1880
8.6	470	8.19	470
8.7	1880	8.20	1880

Other Direct Costs: ██████████ via Travel identified in paragraph 14 per year.

## 17.0 QASP

Contractor shall be rated on Quality Assurance Surveillance Plan items identified on Attachment 8.

## WORK IN IRAQ/AFGHANISTAN

The following)Joint Contracting Command – Iraq/Afghanistan (JCC-I/A) requirements apply to work requiring delivery of material to or performance of services in Iraq/Afghanistan:

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 28 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

**952.222-0001 – PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (AUG 2011)**

(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.

(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 Government’s Quality Assurance process.

(6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures and the 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.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 29 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(End of Clause)

**952.223-0001 – REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (AUG 2011)**

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

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 30 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(End of Clause)

**952.225-0001 – ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (DEC 2011)**

(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, Office of Security Cooperation-Iraq (OSC-I) and United States Forces - Afghanistan (USFOR-A) Commander orders, instructions, polices and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.50, *Private Security Contractors (PSCs) Operating in Contingency Operations*;
- (2) DODI 3020.41, *Operational Contract Support*
- (3) DODI 5210.56, *Carrying of Firearms and the Use of Force by DoD Personnel Engaged in Security, Law and Order, or Counterintelligence Activities*;
- (4) DFARS 252.225-7039, *Contractors Performing Private Security Functions*;
- (5) DFARS 252.225-7040, *Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States*;
- (6) Class Deviation 2011-O0004, *Contractor Personnel in the United States Central Command Area of Responsibility (DFARS 252.225-7995)*;
- (7) USFOR-A, FRAGO 11-128, *Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operations Area - Afghanistan (CJOA-A)*;
- (8) OSC-I OPOD 11-01, Annex C, Appendix 20;
- (9) U.S. CENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel, dated 18 Jan 2011;
- (10) Office of Security Cooperation-Iraq (OSC-I) Policy Memorandum #14 – *Civilian Arming Program (CAP)*, dated 23 November 2011;

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

- (1) **Weapons Qualification/Familiarization.** All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.



CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 31 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(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.

(c) **Communication Plan.** 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 the OSC-I Base Defense Operations Center (BDOC) (Iraq) and military forces (Afghanistan) 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.

(3) How the contractor will coordinate transportation with appropriate OSC-I or USFOR-A authorities.

(d) **Plan for Accomplishing Employee Vetting.** The contractor will submit to the COR an acceptable plan for vetting all contractor and subcontractor local national and third country national employees. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan):

(1) Local Nationals: Perform Local and National Agency background checks in accordance with Host Nation Government policies and protocols.

(2) Use one or more of the following sources when conducting the background checks on Third Country Nationals: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, or CIA records.

(3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies prior to submitting arming requests. All local nationals and third country nationals will voluntarily submit to routine biometric screening in accordance with local installation policies and procedures. The contractor will immediately notify the COR, local installation Force Protection agency, and the theater arming approval authority of any individuals who are revealed as potential security risks during biometric processing.

(4) The Contractor shall provide to the COR official written certification of candidate(s) suitability for employment. This certification may address multiple employees on a single certification but must clearly state each employee was vetted in accordance with the Contractor's plan for accomplishing employee vetting.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 32 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(e) **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.

(f) **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. 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).(Afghanistan only)

(g) **Lapses in Training or Authorization.** Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority.

(h) **Authorized Weapon & Ammunition Types.** Unless the BDOC for Iraq or the Deputy Commander of USCENTCOM (DCDRUSCENTCOM) (or a designee) for Afghanistan 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 the RSO or 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 arming authority for use in Iraq and Afghanistan:

- (1) The M9, M4, M16, or equivalent (equivalency determination by the appropriate arming authority).
- (2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
- (3) Standard authorized weapons are selectable fire semi-automatic weapons only. All Non-U.S. and Non-standard weapons must be submitted to the theater arming authority for review and approval. Non-standard weapons are classified as any machine gun, belt-fed or crew served weapon or any weapon utilizing ammunition greater than 7.62mm X 51mm NATO. Contractors must also provide scorecards and criteria for qualification appropriate to the Non-standard weapon's caliber.
- (4) U.S. government Ball ammunition is the standard approved ammunition.

(i) **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 (b) 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.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 33 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(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.

(5) IAW USCENCOM G.O. #1, consumption of alcohol or use of any intoxicating substances which may impair judgment, medication or otherwise in Afghanistan is prohibited.

(6) 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 or use any judgment impairing substance when armed for personal protection.

(j) **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.

(k) **Rules for the Use of Force (RUF).** In addition to the RUF and ROE training referenced in paragraph (b), 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) Failing to cooperate with Coalition and Host Nation forces.

(2) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm.

(3) Failing to use a graduated force approach.

(4) Failing to treat the local civilians with humanity or respect.

(5) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(l) **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.

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

(n) **Monthly Reporting.** The prime contractor will report monthly arming status to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer in accordance with theater policy and the timelines defined in the Performance Work Statement.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 34 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(End of Clause)

**952.225-0002 – ARMED PERSONNEL INCIDENT REPORTS (DEC 2011)**

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

(b) **IRAQ:** Contractors shall provide an initial report of all weapons firing incidents or any other serious incidents they or their contractors are involved in to nearest OSC-I Base Defense Operations Center (BDOC) (listed below) as soon as practical, but not later than 4 hours after the incident. The contractor and its subcontractors at all tiers shall submit a written report to the BDOC, the Contracting Officer (KO) within 96 hours of the incident. Interim reports shall be submitted between the initial and final report should also be sent to the OSC-I JOC: DLOSC-ICHOPS@iraq.centcom.mil or SVOIP 708-243-2483.

- Umm Qasr                708-241-5490
- Besmaya                708-242-0012/0014
- Taji                      708-242-6775/6205
- Union III                708-243-2377
- Tikrit                    709-242-1002
- Kirkuk                  708-242-2203

(c) **AFGHANISTAN:** In the event a weapon firing incident or any other serious incident, contractors shall prepare and submit an initial incident report as soon as feasible, but not later than 4 hours from the beginning of the incident, to the Contracting Officer (KO), Contracting Officer's Representative (COR), USFOR-A ACOD, and USFOR-A J3 Situational Awareness Room (SAR). Additionally, the contractor and its subcontractors at all tiers shall submit a written report to the above personnel within 96 hours of the incident. Information shall 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. Contractors and anyone re-transmitting the report shall make reasonable efforts to transmit incident reports via secured means (SIPRnet or CENTRIX) when the incident report includes operationally sensitive information.

(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/SAR Watch. Contractor and subcontractor personnel shall carry their Letter of Authorization (LOA) on their person at all times.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 35 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(End of Clause)

**952.225-0003 – FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS  
(AFGHANISTAN)**

**(DEC 2011)**

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

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq$  40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring 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 fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, 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 Federal Acquisition Regulation Supplement (DFARS) 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.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 36 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(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. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2012.html> (change fiscal year as applicable).

(End of Clause)

#### **952.225-0004 – COMPLIANCE WITH LAWS AND REGULATIONS (DEC 2011)**

(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 US Central Command orders and directives as applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps or Chief of Mission 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.

(1) Afghanistan – 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.

(2) Iraq – Contractor employees are not subject to General Order 1. Contractor employees will follow the policies or directives of the Office of Security Cooperation-Iraq (OSC-I) Installation Managers or Chief of Mission policies and directives regarding consumption of alcohol or any prohibited items for sites that they are assigned.

(c) Contractor employees may be ordered removed from the US Embassy, Chief of Mission sites, OSC-I sites, secure military installations or the theater of operations by order of the Chief of Mission (Iraq) or senior military commander of the battle space (Afghanistan) 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 Iraq or the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in Iraq or the USCENTCOM AOR. Contractor employee status in these overlapping

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 37 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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 in Iraq or within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify the BDOC (Iraq) or military law enforcement (Afghanistan) 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 Chief of Mission (Iraq) or the senior U.S. commander (Afghanistan).

(End of Clause)

#### **952.225-0005 – MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2011)**

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 25<sup>th</sup> day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2011-O0004.

(End of Clause)

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 38 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

**952.225-0006 – CONTRACT DELIVERY REQUIREMENTS (AUG 2011)**

-

**REQUIRED DELIVERY DATE:** \_\_\_\_\_

**CONTRACTOR DELIVERY LOCATION:** \_\_\_\_\_

**POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE:**

**Name:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_ **email:** \_\_\_\_\_

**FINAL DELIVERY DESTINATION:** \_\_\_\_\_

**POINT-OF-CONTACT AT FINAL DESTINATION:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_ **email:** \_\_\_\_\_

**REQUIRING ACTIVITY:** \_\_\_\_\_

(End of Clause)



CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 39 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

**952.225-0008 – SHIPPING INSTRUCTIONS FOR WEAPONS (AUG 2011)**

- (a) All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).
- (b) All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.
- (c) Each individual box or crate shall have a packing list both inside and outside the box. That packing list shall contain a list of the contents and the serial numbers for the weapons in that box or crate.
- (d) The contract number shall be listed on all serial number manifests and packing lists. All serial numbers shall be unique and non-recurring in any previous or future shipments. Shipments received with recurring serial numbers will not be accepted by the U.S. Government, and the contractor will be required to return the shipment at his own expense and replace with new weapons having non-recurring serial numbers.

(End of Clause)

**952.225-0009 – MEDICAL MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR)(DEC 2011)**

(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 (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country of a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, BMI and symptom survey.

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 40 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractor's medical provider or local economy provider who will look for interval changes from prior CXR's and review any changes in the symptom survey.

(iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

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

(2) TB screening and documentation is a requirement prior to receiving badges to work in the CENTCOM Area of Operations. A copy of the TB screening documentation shall be provided to the responsible Base Operations Center prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production facilities, shall have current Typhoid and Hepatitis "A" (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

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

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment/isolation) is available at the contractor's chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 41 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Instructions/Regulations, Federal Acquisition Regulation as Supplemented, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements.

(End of Clause)

**952.225-0011 – GOVERNMENT FURNISHED CONTRACTOR SUPPORT (MAY 2012)**

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

\* CAAF means Contractors Authorized to Accompany Forces.

\*\* Mail to Iraq limited to 2lbs

\*\*\* Applies to Iraq only

\*\*\*\* Applies to US Embassy Life Support in Afghanistan only

U.S. Citizens

APO/FPO/MPO/DPO/Postal Services**	DFACs	Mil Issue Equip
Authorized Weapon	Excess Baggage	MILAIR
Billeting	Fuel Authorized	MWR
CAAF*	Govt Furnished Meals	Resuscitative Care
Controlled Access Card (CAC)	Military Banking	Transportation
Badge	Military Clothing	All
Commissary	Military Exchange	None
Dependents Authorized Iraq***	Embassy Air***	Embassy Clinic
Embassy Housing, Meals****	Embassy Clinic – Afghanistan****	
Embassy Air****		

Third-Country National (TCN) Employees

N/A Equip	DFACs	Mil Issue
--------------	-------	-----------

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 42 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Authorized Weapon	Excess Baggage	MILAIR
Billeting	Fuel Authorized	MWR
CAAF*	Govt Furnished Meals	Resuscitative Care
Controlled Access Card (CAC)	Military Banking	Transportation
Badge	Military Clothing	All
Commissary	Military Exchange	None
Dependents Authorized	Embassy Air***	Embassy Clinic

-

-

Local National (LN) Employees

N/A Equip	DFACs	Mil Issue
Authorized Weapon	Excess Baggage	MILAIR
Billeting	Fuel Authorized	MWR
CAAF*	Govt Furnished Meals	Resuscitative Care
Controlled Access Card (CAC)	Military Banking	Transportation
Badge	Military Clothing	All
Commissary	Military Exchange	None
Dependents Authorized	Embassy Air***	Embassy Clinic

SPECIAL NOTE – Iraq Security: The Office of Security Cooperation-Iraq (OSC-I) will provide security support to contractor personnel commensurate with the level of security provided to DoD civilians working in Iraq. Security support will include static and mobile security support. Static security is provided at all OSC-I sites to include living and dining facilities, base perimeter and gates. Mobile security support includes Security Escort Teams (SETs) which provide the necessary security while personnel are transiting to their work site and while at the work location.

SPECIAL NOTE – US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the contracting officer.

(End of Clause)

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 43 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

**952.225-0013 – CONTRACTOR HEALTH AND SAFETY (DEC 2011)**

(a) Contractors shall comply with National Electrical Code (NEC) 2008 for repairs and upgrades to existing construction and NEC 2011 standards shall apply for new construction, contract specifications, and MIL Standards/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.

(b) For existing employee living quarters the contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the contractor shall provide maintenance, conduct repairs, and make upgrades in compliance with NEC 2011 standards. 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.

(c) The contractor shall correct all deficiencies within a reasonable amount of time of becoming aware of the deficiency either by notice from the government or a third party, or by self discovery of the deficiency by the contractor. Further guidance can be found on:

UFC: [http://www.wbdg.org/ccb.browse\\_cat.php?o=29&c=4](http://www.wbdg.org/ccb.browse_cat.php?o=29&c=4)

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

**952.225-0016 – CONTRACTOR DEMOBILIZATION (AFGHANISTAN) (AUG 2011)**

(a) Full demobilization of contractors and subcontractor(s) in the Afghanistan Combined Joint Operations Area (CJOA) is critical to responsible drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) Exit from Afghanistan: The prime contractor is responsible to remain cognizant of Afghan laws regarding exit from Afghanistan. Currently, all foreigners traveling out of Afghanistan airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Afghanistan, Letters of Authorization (LOAs), and/or Embassy Badges are not accepted means of exiting Afghanistan. All U.S. citizens and foreign national contractors

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 44 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

exiting via commercial means must obtain an Afghanistan exit sticker before departing the country. The exit sticker may be obtained from Ministry of Interior (MOI) office. It is the prime contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. It is to the responsibility of the contractor to work with the Embassy of Afghanistan or Afghanistan MOI as required.

(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Afghanistan CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted beyond the contract completion date shall not exceed 30 days and the contractor is not entitled to additional compensation for this period. If approved by the Contracting Officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

(3) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/ remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 45 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a "relief of responsibility" from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(6) Contractor Personal Property: The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of in accordance with 10 U.S.C. § 2575.

(i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.

(ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.

(iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Predeployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractor's company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 46 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(8) **Accountability of Prime and Subcontractor Personnel:** Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Afghanistan CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the applicable U.S. Embassy to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

(9) **Personnel Recovery:** Any DoD contractor with unaccounted for employees shall follow the instructions in the “Contractor Accountability and Personnel Recovery” Clause 952.225-20. The contractor may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOA’s.

(b) **CENTCOM - Joint Theater Support Contracting Command (C-JTSCC)** and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to withhold payment from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

(End of Clause)

#### **952.225-0019 COMMODITY SHIPPING INSTRUCTIONS (AFGHANISTAN) (AUG 2011)**

(a) **USFOR-A FRAGO 10-200.** United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A

(b) **Information regarding the Defense Transportation System (DTS).** For instructions on shipping commodity items via commercial means using DTS, see the following websites:

1. Defense Transportation Regulation – Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures: [http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_203.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf)

2. Defense Transportation Regulation – Part II 4 Cargo Movement – Cargo Routing and Movement: [http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_202.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf)



CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 47 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

3. Defense Transportation Regulation – Part V - Department of Defense Customs and Border Clearance Policies and Procedures: [http://www.transcom.mil/dtr/part-v/dtr\\_part\\_v\\_512.pdf](http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf)

**(c) Responsibilities of the vendor carrier representative, shipping expediter, and/or customs broker:**

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expediter, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.

2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expediter should be directed to the carrier or shipping agent.

3. Customs Required Documents: The carrier representative or shipping expediter is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIROA).

**(d) Required Customs Documents:** Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIROA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistan’s SOP for Customs Clearance Requests Operations (<http://trade.gov/static/AFGCustomsSOP.pdf>) and paragraph 4 below.

1. The U.S Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIROA officials.

2. Imports: Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:

a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.

b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in “US Military”. This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 48 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

c. Shipping Invoices.

d. Packing Lists. Required only if the shipping invoice does not list the cargo.

e. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.

f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.

g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIRoA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIRoA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.

h. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIRoA.

3. Exports: The following documentation is required for all export shipments:

a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.

b. Invoices.

c. Packing Lists. Required only if the shipping invoice does not list the cargo.

d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

4. Customs requirements from the GIRoA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to "The Instruction for Customs Clearance Request (Import/Export) Operations." In all cases, the carrier is required to obtain a copy of this document, found at the following link: <http://trade.gov/static/AFGCustomsSOP.pdf>.

(e) **Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3** at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 49 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(End of Clause)

**952.225-0020 – CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (AFGHANISTAN)  
(AUG 2011)**

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

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

-

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Contracting Fusion Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individual's Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of C-JTSCC Clause 952.225-0016 entitled "Contractor Demobilization (Afghanistan)". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(End of Clause)

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 50 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

**952.225-0022 - VISIBILITY OF INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS (AFGHANISTAN) (APR 2012)**

(a) Movement and coordination of inbound and outbound cargo in Afghanistan is critical to ensuring an effective drawdown. The contractor shall provide visibility of their inbound cargo and equipment via the Synchronized Pre-deployment Operational Tracker (SPOT) census for their contract. This requirement includes the prime and subcontractor's at all tiers cargo and equipment. The contractor shall report any individual piece of equipment valued at \$50,000 or more. Incoming cargo and equipment census data shall be input 30 days prior to start of performance or delivery of supplies and quarterly thereafter for inbound and outbound equipment.

(b) This reporting is required on Rolling Stock (RS), Non Rolling Stock (RNRS), and Twenty foot Equivalent Units (TEU). The following definitions apply to these equipment/cargo categories:

(1) Rolling Stock (RS): All equipment with wheels or tracks, that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of R/S include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).

(2) Non Rolling Stock (RNRS): All equipment that is not classified as Rolling Stock. Includes equipment that is not trailer-mounted or originally designed to be driven or towed over a roadway.

(3) Twenty foot Equivalent Units (TEU): Standard unit for describing a ship's cargo capacity, or a shipping terminal's cargo handling capacity. One TEU represents the cargo capacity of a standard intermodal shipping container, 20 feet long, 8 feet wide, and 8.5 feet high. One TEU is equivalent to 4 QUADCONS and 3 TRICONS. One TEU has an internal volume of 1,166 cubic feet.

(c) This data will be used by United States Forces-Afghanistan (USFOR-A) to assist in tracking the drawdown of Afghanistan. The contractor is responsible for movement of their own cargo and equipment. The data provided by contractors is for informational purposes only in order to plan and coordinate the drawdown effort. The Government assumes no responsibility for contractor demobilization except as stated in individual contract terms and conditions.

(End of Clause)

**952.232-0002 – NOTIFICATION OF PAYMENT IN LOCAL CURRENCY (AFGHANISTAN) (DEC 2011)**

(a) Pursuant to the authority of USCENTCOM FRAGO's 09-1567 and 10-143 this contract will be awarded in Afghani (local currency) if awarded to a host nation vendor. The contractor will receive payment in local currency via Electronic Funds Transfer to a local (Afghan) banking institution. Contracts/purchase orders shall not be awarded to host nation vendors (Afghan) who do not bank locally. If awarded to other than a host nation vendor, the contract will be awarded in U.S. Dollars. The currency exchange rate will be determined at the official exchange rate posted by the local DoD Finance office on the date of the payment in accordance with the Department of Defense Financial Management Regulation.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 51 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(b) By exception, the following forms of payment are acceptable when EFT using ITS.gov is determined not available by the local finance office, in order of priority.

(1) EFT using Limited Depository Account (LDA)

(2) Check from the local finance office LDA

(3) Local currency cash payments (must be approved in writing by the local finance office and contracting office prior to contract/purchase order award). Payments in cash are restricted to contracts/purchase orders when the vendor provides proof via a letter from the host nation banking institution that it is not EFT capable and validated by the local finance office that the vendor's banking institution is not EFT capable. Cash payments will be made in Afghani.

(End of Clause)

**952.232-0004 – PAYMENT IN LOCAL CURRENCY (AFGHANISTAN) (DEC 2011)**

(a) Pursuant to the authority of USCENTCOM FRAGO's 09-1567 and 10-143 this contract is awarded in Afghani (local currency), if awarded to a host nation vendor. The contractor will receive payment in local currency via Electronic Funds Transfer to a local (Afghan) banking institution.

(b) By exception, the following forms of payment are acceptable when EFT using ITS.gov is determined not available by the local finance office, in order of priority.

(1) EFT using Limited Depository Account (LDA)

(2) Check from the local finance office LDA

(3) Local currency cash payments (must be approved in writing by the local finance office and contracting office prior to contract/purchase order award). Payments in cash are restricted to contracts/purchase orders when the vendor provides proof via a letter from the host nation banking institution that it is not EFT capable and validated by the local finance office that the vendor's banking institution is not EFT capable. Cash payments will be made in Afghani.

(End of Clause)

**952.236-0001 – ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS (DEC 2011)**

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 52 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:

- (1) "the minimum requirements of United States' National Fire Protection Association (NFPA) 70,
- (2) 2011 National Electrical Code (NEC) for new construction
- (3) 2008 National Electrical Code (NEC) for repairs and upgrades to existing construction
- (4) American National Standards Institute (ANSI) C2, and
- (5) United States' National Electrical Safety Code (NESC).

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation apply British Standard (BS 7671, Edition 17 defacto standard for 50 HZ installations). Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The following internet links provide access to some of these standards:

UFC: [http://www.wbdg.org/ccb/browse\\_cat.php?o=29&c=4](http://www.wbdg.org/ccb/browse_cat.php?o=29&c=4)

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(f) For questions concerning this Interim Policy Directive, or implementation thereof, please contact the C-JTSCC Policy Directorate at [CCC.Policy.GRP@ccc.centcom.mil](mailto:CCC.Policy.GRP@ccc.centcom.mil).

(End of Clause)

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 53 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

The Contractor shall

(a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and

(b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of Clause)

**252.225-7039 – CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS (JUN 2012)**

(a) *Definitions.*

“Full cooperation”—

(i) Means disclosure to the Government of the information sufficient to identify the nature and extent of the incident and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' requests for documents and access to employees with information;

(ii) Does not foreclose any Contractor rights arising in law, the FAR, the DFARS, or the terms of the contract. It does not require—

(A) The Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(B) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney-client privilege or Fifth Amendment rights; and

(C) Does not restrict the Contractor from—

(1) Conducting an internal investigation; or

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 54 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(2) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Private security functions” means the following activities engaged in by a contractor:

(i) Guarding of personnel, facilities, designated sites, or property of a Federal agency, the contractor or subcontractor, or a third party

(ii) Any other activity for which personnel are required to carry weapons in the performance of their duties.

(b) *Requirements.* The Contractor is required to—

(1) Ensure that the Contractor and all employees of the Contractor who are responsible for performing private security functions under this contract comply with any orders, directives, and instructions to Contractors performing private security functions that are identified in the contract for—

(i) Registering, processing, accounting for, managing, overseeing, and keeping appropriate records of personnel performing private security functions. This includes ensuring the issuance, maintenance, and return of Personal Identity Verification credentials in accordance with FAR 52.204-19, Personnel Identity Verification of Contractor Personnel, and DoD procedures, including revocation of any physical and/or logistical access (as defined by Homeland Security Presidential Directive (HSPD-12)) granted to such personnel;

(ii) Authorizing and accounting for weapons to be carried by or available to be used by personnel performing private security functions;

(A) All weapons must be registered in the Synchronized Predeployment Operational Tracker (SPOT) materiel tracking system

(B) In addition, all weapons that are Government-furnished property must be assigned a unique identifier in accordance with the clauses at DFARS [252.211-7003](#), Item Identification and Valuation, and DFARS [252.245.7001](#), Tagging, Labeling, and Marking of Government-Furnished Property, and physically marked in accordance with MIL-STD 130 (current version) and DoD directives and instructions. The items must be registered in the DoD Item Unique Identification (IUID) Registry (<https://www.bpn.gov/iuid/>);

(iii) Registering and identifying armored vehicles, helicopters, and other military vehicles operated by Contractors performing private security functions;

(A) All armored vehicles, helicopters, and other military vehicles must be registered in SPOT.



CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 55 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(B) In addition, all armored vehicles, helicopters, and other military vehicles that are Government-furnished property must be assigned a unique identifier in accordance with the clauses at DFARS [252.211-7003](#) and DFARS [252.245.7001](#) and physically marked in accordance with MIL-STD 130 (current version) and DoD directives and instructions. The items must be registered in the DoD IUID Registry (<https://www.bpn.gov/iuid/>); and

(iv) Reporting incidents in which—

(A) A weapon is discharged by personnel performing private security functions;

(B) Personnel performing private security functions are attacked, killed, or injured;

(C) Persons are killed or injured or property is destroyed as a result of conduct by contractor personnel;

(D) A weapon is discharged against personnel performing private security functions or personnel performing such functions believe a weapon was so discharged; or

(E) Active, non-lethal countermeasures (other than the discharge of a weapon, including laser optical distracters, acoustic hailing devices, electromuscular TASER guns, blunt-trauma devices like rubber balls and sponge grenades, and a variety of other riot control agents and delivery systems) are employed by personnel performing private security functions in response to a perceived immediate threat;

(2) Ensure that the Contractor and all employees of the Contractor who are responsible for personnel performing private security functions under this contract are briefed on and understand their obligation to comply with—

(i) Qualification, training, screening (including, if applicable, thorough background checks), and security requirements established by DoDI 3020.50, Private Security Contractors Operating in Areas of Contingency Operations, Humanitarian or Peace Operations, or Other Military Operations or Exercises, at <http://www.dtic.mil/whs/directives/corres/pdf/302050p.pdf>;

(ii) Applicable laws and regulations of the United States and the host country and applicable treaties and international agreements regarding performance of private security functions;

(iii) Orders, directives, and instructions issued by the applicable commander of a combatant command relating to weapons, equipment, force protection, security, health, safety, or relations and interaction with locals; and

(iv) Rules on the use of force issued by the applicable commander of a combatant command for personnel performing private security functions; and

(3) Provide full cooperation with any Government-authorized investigation into incidents reported pursuant to paragraph (b)(1)(iv) of this clause and incidents of alleged misconduct by personnel performing private security functions by providing access to employees performing private security functions and relevant information in the possession of the Contractor regarding the incident concerned.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 56 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(c) *Remedies.* In addition to other remedies available to the Government—

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

(i) Ensuring the return of personal identity verification credentials;

(ii) Ensuring the return of other equipment issued to the employee under the contract; and

(iii) Revocation of any physical and/or logistical access granted to such personnel;

(2) The Contractor's failure to comply with the requirements of this clause will be included in appropriate databases of past performance and may be considered in any responsibility determination or evaluation of past performance; and

(3) If this is an award-fee contract, the Contractor's failure to comply with the requirements of this clause shall be considered in the evaluation of the Contractor's performance during the relevant evaluation period, and the Contracting Officer may treat such failure to comply as a basis for reducing or denying award fees for such period or for recovering all or part of award fees previously paid for such period.

(4) If the performance failures are significant, severe, prolonged, or repeated, the contracting officer shall refer the contractor to the appropriate suspension and debarment official.

(d) *Rule of construction.* The duty of the Contractor to comply with the requirements of this clause shall not be reduced or diminished by the failure of a higher- or lower-tier Contractor to comply with the clause requirements or by a failure of the contracting activity to provide required oversight.

(e) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that will be performed outside the United States in areas of combat and other significant military operations designated by the Secretary of Defense, contingency operations, humanitarian or peacekeeping operations, or other military operations or exercises designated by the Combatant Commander.

(End of clause)

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 57 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

## **DEPLOYED OUTSIDE THE UNITED STATES (JUN 2011)**

**NOTE:** *This is perhaps the most important clause for contractors performing in Iraq or Afghanistan. All previous versions are superseded. Ensure the current version is used and modify existing contracts whenever this clause is updated.*

(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.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 58 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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

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

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

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

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

(c) *Support.*

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

(A) The Contractor cannot obtain effective security services;

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

(C) Threat conditions necessitate security through military means.

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

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

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

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 59 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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 Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed 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.

(3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware—

(i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause); and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 60 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

the contractor employees (see paragraph (h)(1) 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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 61 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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;

(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) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 62 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(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.



CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 63 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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

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

(j) *Weapons.*

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

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

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

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

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

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

(A) Safely;

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 64 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(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.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 65 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(End of Clause)

**252.225-7993 – PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-O0005)(JAN 2012)**

(a) The Contractor is required to exercise due diligence to ensure that none of the funds received under this contract are provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(b) The Head of the Contracting Activity (HCA) has the authority to—

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the Contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this Contract have been provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(End of Clause)

**252.225-7994 – ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-O0005) (JAN 2012)**

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not—

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this Contract that have an estimated value over \$100,000.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 66 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(End of Clause)

**252.225-7995 – CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2011-O0004) (APR 2011)**

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

(b) *General.*

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

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

(3) Contractor personnel are civilians.

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

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

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

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

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

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

(2) Treaties and international agreements;

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 67 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the USCENTCOM Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

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

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

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

(ii) All personnel are medically and physically fit and have received all required vaccinations.

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

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

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

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

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

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

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

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

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

(18 U.S.C. 3261 *et seq.*);

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

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 68 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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

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

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

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

(g) *Registration of Contractor personnel and private security contractor equipment.*

(1) The Contractor is required to register in the automated web based Synchronized Predeployment and Operational Tracker (SPOT) following the procedures in paragraph (g)(4) of this clause.

(2) Prior to deployment of contractor employees, or, if already in the USCENTCOM AOR, upon becoming an employee under this contract, the Contractor shall enter into SPOT, and maintain current data, including actual arrival date and departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third-country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR as follows:

(i) In all circumstances, this includes any personnel performing private security functions.

(ii) For personnel other than those performing private security functions, this requirement excludes anyone—

(A) Hired under contracts valued less than \$100,000;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System

(3) Weapons, armored vehicles, helicopters, and other military vehicles used by personnel performing private security functions under this contract must be entered into SPOT, and the currency of such information must be maintained.

(4) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password or an Army Knowledge Online (AKO) account.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 69 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(ii) *To register in SPOT:*

(A) Contractor company administrators should register for a SPOT account at <https://spot.altess.army.mil>;  
and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at <https://spot.altess.army.mil/>.

(iv) Refer SPOT application assistance questions to the Customer Support Team at 717-458-0747 or [SPOT.helpdesk@us.army.mil](mailto:SPOT.helpdesk@us.army.mil). Refer to the SPOT Enterprise Suite Resource Center at <http://www.resource.spot-es.net/> for additional training resources and documentation regarding registration for and use of SPOT.

(5) The Contractor shall submit aggregate contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e. U.S. third country national or local national) of those contractor personnel who are on contracts valued greater than \$100,000, but performing less than 30 days in the AOR (e.g. day laborers).

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

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

(i) *Weapons.*

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

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

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

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

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

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

(A) Safely;

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 70 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Commander; and

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

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

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

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

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

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

(k) *Military clothing and protective equipment.*

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

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

(l) *Evacuation.*

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

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

(m) *Notification and return of personal effects.*



CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 71 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(1) The Contractor shall be responsible for notification of the contractor personnel designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the individual—

- (i) Dies;
- (ii) Requires evacuation due to an injury; or
- (iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.

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

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

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

(End of Clause)

252.225-7997 – ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED  
CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN (**DEVIATION**  
**2010-O0014**) (AUG 2010)

(a) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (c) below, 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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 72 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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.
  
- (c) The appropriate investigative authorities to which suspected crimes shall be reported include the following officials—
  - (i) US Army Criminal Investigations Division at <http://www.cid.army.mil/reportacrime.html>;
  
  - (ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;
  
  - (iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>; or
  
  - (iv) To the command of any supported military element or the command of any base.
  
- (d) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at (800) 424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(End of Clause)

**252.232-7003 - ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS  
(JUN 2012)**

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

- (1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.
  
- (2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 73 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) "Receiving report" means the data required by the clause at [252.246-7000](#), Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Government-wide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 74 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

252.246-7004 – SAFETY OF FACILITIES, INFRASTRUCTURE AND EQUIPMENT FOR MILITARY OPERATIONS (OCTOBER 2010)

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

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

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

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

(End of Clause)

**WORK IN IRAQ**

**952.222-0001 – PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (AUG 2011)**

(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.

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 75 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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

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

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

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

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

(6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures and the requirements for visas and work permits.

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

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

(End of Clause)

#### **952.223-0001 – REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (AUG 2011)**

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 76 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Report the following information:

**Contract Number**

**Contract Description & Location**

**Company Name**

**Reporting party:**

Name

Phone number

e-mail address

**Victim:**

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

**Incident:**

Description

Location

Date and time

**Other Pertinent Information**

(End of Clause)

**952.223-0001 – REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (JUL 2010)**

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 77 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Report the following information:

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

Phone number

e-mail address

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description

Location

Date and time

Other Pertinent Information

(End of Clause)

**952.225-0001 – ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (DEC 2011)**

(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, Office of Security Cooperation-Iraq (OSC-I) and United States Forces - Afghanistan (USFOR-A) Commander orders, instructions, policies and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

(1) DODI 3020.50, *Private Security Contractors (PSCs) Operating in Contingency Operations*;

(2) DODI 3020.41, *Operational Contract Support*

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 78 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(3) DODI 5210.56, *Carrying of Firearms and the Use of Force by DoD Personnel Engaged in Security, Law and Order, or Counterintelligence Activities*;

(4) DFARS 252.225-7039, *Contractors Performing Private Security Functions*;

(5) DFARS 252.225-7040, *Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States*;

(6) Class Deviation 2011-O0004, Contractor Personnel in the United States Central Command Area of Responsibility (DFARS 252.225-7995);

(7) USFOR-A, FRAGO 11-128, *Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operations Area - Afghanistan (CJOA-A)*;

(8) OSC-I OPORD 11-01, Annex C, Appendix 20;

(9) U.S. CENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel, dated 18 Jan 2011;

(10) Office of Security Cooperation-Iraq (OSC-I) Policy Memorandum #14 – Civilian Arming Program (CAP), dated 23 November 2011;

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

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

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

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

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

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

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

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

(c) **Communication Plan.** The contractor will submit to the COR a communications plan that, at a minimum, sets forth the following:



CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 79 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(1) The contractor's method of notifying the OSC-I Base Defense Operations Center (BDOC) (Iraq) and military forces (Afghanistan) 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.

(3) How the contractor will coordinate transportation with appropriate OSC-I or USFOR-A authorities.

(d) **Plan for Accomplishing Employee Vetting.** The contractor will submit to the COR an acceptable plan for vetting all contractor and subcontractor local national and third country national employees. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan):

(1) Local Nationals: Perform Local and National Agency background checks in accordance with Host Nation Government policies and protocols.

(2) Use one or more of the following sources when conducting the background checks on Third Country Nationals: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, or CIA records.

(3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies prior to submitting arming requests. All local nationals and third country nationals will voluntarily submit to routine biometric screening in accordance with local installation policies and procedures. The contractor will immediately notify the COR, local installation Force Protection agency, and the theater arming approval authority of any individuals who are revealed as potential security risks during biometric processing.

(4) The Contractor shall provide to the COR official written certification of candidate(s) suitability for employment. This certification may address multiple employees on a single certification but must clearly state each employee was vetted in accordance with the Contractor's plan for accomplishing employee vetting.

(e) **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.

(f) **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. 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).(Afghanistan only)

(g) **Lapses in Training or Authorization.** Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 80 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(h) **Authorized Weapon & Ammunition Types.** Unless the BDOC for Iraq or the Deputy Commander of USCENTCOM (DCDRUSCENTCOM) (or a designee) for Afghanistan 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 the RSO or 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 arming authority for use in Iraq and Afghanistan:

- (1) The M9, M4, M16, or equivalent (equivalency determination by the appropriate arming authority).
- (2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
- (3) Standard authorized weapons are selectable fire semi-automatic weapons only. All Non-U.S. and Non-standard weapons must be submitted to the theater arming authority for review and approval. Non-standard weapons are classified as any machine gun, belt-fed or crew served weapon or any weapon utilizing ammunition greater than 7.62mm X 51mm NATO. Contractors must also provide scorecards and criteria for qualification appropriate to the Non-standard weapon's caliber.
- (4) U.S. government Ball ammunition is the standard approved ammunition.

(i) **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 (b) 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.
- (5) IAW USCENTCOM G.O. #1, consumption of alcohol or use of any intoxicating substances which may impair judgment, medication or otherwise in Afghanistan is prohibited.
- (6) 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 or use any judgment impairing substance when armed for personal protection.

(j) **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.

(k) **Rules for the Use of Force (RUF).** In addition to the RUF and ROE training referenced in paragraph (b), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 81 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

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

(l) **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.

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

(n) **Monthly Reporting.** The prime contractor will report monthly arming status to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer in accordance with theater policy and the timelines defined in the Performance Work Statement.

(End of Clause)

#### **952.225-0002 – ARMED PERSONNEL INCIDENT REPORTS (DEC 2011)**

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

(b) **IRAQ:** Contractors shall provide an initial report of all weapons firing incidents or any other serious incidents they or their contractors are involved in to nearest OSC-I Base Defense Operations Center (BDOC) (listed below) as soon as practical, but not later than 4 hours after the incident. The contractor and its subcontractors at all tiers shall submit a written report to the BDOC, the Contracting Officer (KO) within 96 hours of the incident. Interim reports shall be submitted between the initial and final report should also be sent to the OSC-I JOC: [DLOSC-ICHOPS@iraq.centcom.mil](mailto:DLOSC-ICHOPS@iraq.centcom.mil) or SVOIP 708-243-2483.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 82 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

- Umm Qasr                   708-241-5490
- Besmaya                   708-242-0012/0014
- Taji                         708-242-6775/6205
- Union III                 708-243-2377
- Tikrit                      709-242-1002
- Kirkuk                    708-242-2203

(c) **AFGHANISTAN:** In the event a weapon firing incident or any other serious incident, contractors shall prepare and submit an initial incident report as soon as feasible, but not later than 4 hours from the beginning of the incident, to the Contracting Officer (KO), Contracting Officer's Representative (COR), USFOR-A ACOD, and USFOR-A J3 Situational Awareness Room (SAR). Additionally, the contractor and its subcontractors at all tiers shall submit a written report to the above personnel within 96 hours of the incident. Information shall 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. Contractors and anyone re-transmitting the report shall make reasonable efforts to transmit incident reports via secured means (SIPRnet or CENTRIX) when the incident report includes operationally sensitive information.

(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/SAR Watch. Contractor and subcontractor personnel shall carry their Letter of Authorization (LOA) on their person at all times.

(End of Clause)

**952.225-0004 – COMPLIANCE WITH LAWS AND REGULATIONS (DEC 2011)**

(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 US Central Command orders and directives as applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps or Chief of Mission 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.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 83 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(1) Afghanistan – 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.

(2) Iraq – Contractor employees are not subject to General Order 1. Contractor employees will follow the policies or directives of the Office of Security Cooperation-Iraq (OSC-I) Installation Managers or Chief of Mission policies and directives regarding consumption of alcohol or any prohibited items for sites that they are assigned.

(c) Contractor employees may be ordered removed from the US Embassy, Chief of Mission sites, OSC-I sites, secure military installations or the theater of operations by order of the Chief of Mission (Iraq) or senior military commander of the battle space (Afghanistan) 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 Iraq or the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in Iraq or 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 in Iraq or within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify the BDOC (Iraq) or military law enforcement (Afghanistan) 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 Chief of Mission (Iraq) or the senior U.S. commander (Afghanistan).

(End of Clause)

#### **952.225-0005 – MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2011)**

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 84 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

25<sup>th</sup> day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2011-O0004.

(End of Clause)

**952.225-0006 – CONTRACT DELIVERY REQUIREMENTS (AUG 2011)**

**REQUIRED DELIVERY DATE:** \_\_\_\_\_

**CONTRACTOR DELIVERY LOCATION:** \_\_\_\_\_

**POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE:**

Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_ email: \_\_\_\_\_

**FINAL DELIVERY DESTINATION:** \_\_\_\_\_

**POINT-OF-CONTACT AT FINAL DESTINATION:** \_\_\_\_\_

Name: \_\_\_\_\_

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 85 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Phone No.: \_\_\_\_\_ email: \_\_\_\_\_

**REQUIRING ACTIVITY:** \_\_\_\_\_

(End of Clause)

**952.225-0008 – SHIPPING INSTRUCTIONS FOR WEAPONS (AUG 2011)**

- (a) All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).
- (b) All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.
- (c) Each individual box or crate shall have a packing list both inside and outside the box. That packing list shall contain a list of the contents and the serial numbers for the weapons in that box or crate.
- (d) The contract number shall be listed on all serial number manifests and packing lists. All serial numbers shall be unique and non-recurring in any previous or future shipments. Shipments received with recurring serial numbers will not be accepted by the U.S. Government, and the contractor will be required to return the shipment at his own expense and replace with new weapons having non-recurring serial numbers.

(End of Clause)

**952.225-0010 – FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (IRAQ) (DEC 2011)**

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

- (b) The contractor shall not deploy an individual with any of the following conditions unless approved by the

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 86 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

appropriate Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq$  40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring 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 C-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 fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, 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 Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care and stabilization, in advance of evacuation from theater, will be provided including hospitalization at Level II+ (emergency) contracted treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or evacuation from the theater if return to duty is not expected to occur within 72 hours. Medical evacuation is the responsibility of the contracting company and must be arranged in a timely manner if requested by the medical staff. 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 basic medical care are authorized. Pharmaceutical services are not authorized for 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. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities or Embassy contracted medical facilities please got to the following website: <http://comptroller.defense.gov/rates/fy2012.html> (change fiscal year as applicable).

(End of Clause)

**952.225-0011 – GOVERNMENT FURNISHED CONTRACTOR SUPPORT (DEC 2011)**

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



CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 87 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Work, this clause will take precedence.

\* CAAF means Contractors Authorized to Accompany Forces.

\*\* Mail to Iraq limited to 2lbs

\*\*\* Applies to Iraq only

U.S. Citizens

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

Third-Country National (TCN) Employees

N/A Equip	DFACs	Mil Issue
Authorized Weapon	Excess Baggage	MILAIR
Billeting	Fuel Authorized	MWR
CAAF*	Govt Furnished Meals	Resuscitative Care
Controlled Access Card (CAC)	Military Banking	Transportation
Badge	Military Clothing	All
Commissary	Military Exchange	None
Dependents Authorized	Embassy Air***	Embassy Clinic

-

Local National (LN) Employees

N/A Equip	DFACs	Mil Issue
--------------	-------	-----------

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 88 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

Authorized Weapon	Excess Baggage	MILAIR
Billeting	Fuel Authorized	MWR
CAAF*	Govt Furnished Meals	Resuscitative Care
Controlled Access Card (CAC)	Military Banking	Transportation
Badge	Military Clothing	All
Commissary	Military Exchange	None
Dependents Authorized	Embassy Air***	Embassy Clinic

(End of Clause)

**952.225-0013 – CONTRACTOR HEALTH AND SAFETY (DEC 2011)**

(a) Contractors shall comply with National Electrical Code (NEC) 2008 for repairs and upgrades to existing construction and NEC 2011 standards shall apply for new construction, contract specifications, and MIL Standards/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.

(b) For existing employee living quarters the contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the contractor shall provide maintenance, conduct repairs, and make upgrades in compliance with NEC 2011 standards. 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.

(c) The contractor shall correct all deficiencies within a reasonable amount of time of becoming aware of the deficiency either by notice from the government or a third party, or by self discovery of the deficiency by the contractor. Further guidance can be found on:

UFC: [http://www.wbdg.org/ccb.browse\\_cat.php?o=29&c=4](http://www.wbdg.org/ccb.browse_cat.php?o=29&c=4)

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

**952.225-0017 – CONTRACTOR DEMOBILIZATION (IRAQ) (DEC 2011)**

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 89 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(a) Full demobilization of contractors and subcontractor(s) in Iraq is critical to ensuring smooth transition between contractors and/or smooth transition of a site to the Government of Iraq. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) Entry and Exit from Iraq: All non-Iraqi companies contracted to do work in Iraq, including those contracted by the US Government, are required to apply directly to the Iraq Ministry of the Interior for exit/entry/residence documents for their personnel. The prime contractor shall follow the guidance issued by the United States (US) Embassy Baghdad and shall, to the maximum extent practicable, process the paperwork for their subcontractor(s) at all tiers. If it is not possible to process the paperwork for subcontracts, the prime contractor shall ensure that subcontractors comply with the procedures as they are written. The process and guidance for the entry/exit/residence visas are located at <http://iraq.usembassy.gov/usg-contractor.html>. The process must be followed exactly in order to prevent delays or problems in processing the request by the Iraqi Ministry of Interior. US contractor companies may contact the US Embassy Baghdad with questions regarding this process by e-mailing [baghdadregmgt@state.gov](mailto:baghdadregmgt@state.gov) or calling phone number 240-553-0581, ext 2782 or ext 2092.

(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Iraq CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. If approved by the Contracting Officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

(3) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 90 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Manager for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Manager of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Manager to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Manager for re-inspection of the facilities upon completion of the repairs. If the Installation Manager inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) Government Furnished Equipment (GFE)/Materials (GFM): Federal Acquisition Regulation (FAR) clause 52.245-1 governs and applies to any issues regarding GFE/GFM or Government Furnished Property (GFP).

(6) Contractor Personal Property: The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of, as follows:

(i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.

(ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.

(iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Pre-deployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the person's employment or at the end of the contract completion period and to release the personnel from the prime contractor's company information as loaded in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the termination of their employment or the end of the contract completion date, whichever occurs sooner.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 91 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the IJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. On a case-by-case basis, Contracting Officers may approve a contract employee's request to transfer from an existing contract (as a USG prime or working as a subcontractor on an USG contract) to another USG prime contractor a USG subcontractor. In the instance of an employee leaving their current contract to be employed under another USG contract (either as a prime or subcontractor employee), the contractor losing the employee must terminate the LOA immediately, confiscate all badging, and notify MOI of the change in visa status within 24 hours of the employees termination. The receiving contractor is fully responsible for ensuring the employee has the appropriate passport and visas, badging, DD Form 93 Record of Emergency Data, and LOA in place in order for the new employee to begin work. If the prime contractor fails to re-deploy an employee (or subcontractor employee) at any tier, or fails to confiscate badging, terminate an LOA, or visa after an employee departs to another employer, the USG shall notify the applicable U.S. Embassy to take appropriate action. If the employee has sought employment under another contract, the gaining employer will be responsible for repatriation upon termination. Failure by the prime contractor to re-deploy its' personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in negative past performance ratings and, depending on the severity of the situation, possible proceedings place the contractor on the Excluded Parties List System (EPLS) and not be allowed to propose on future USG contracts anywhere in the world.

(9) Personnel Recovery: Any DoD contractor with unaccounted for employees shall follow the instructions in the "Contractor Accountability and Personnel Recovery" Clause 952.225-0018. The contractor may use the Base Defense Operations Center (BDOC) or the installation force protection officer as a resource to track or research employees last known location and/or to view LOA's.

(b) The Servicing Agency and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of USG expenses, and/or any other legal remedy available to a Contracting Officer. The USG reserves the right to **withhold payment** from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

(End of Clause)

**952.225-0018 – CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (IRAQ) (DEC 2011)**

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

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Iraq for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 92 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

employers. Additionally, contractors who maintain living quarters on an Office of Security Cooperation-Iraq (OSC-I) site shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

-

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Base Defense Operations Center (BDOC) at their OSC-I site as a resource to track or research employee's last known location and/or to view Synchronized Pre-deployment Operational Tracker (SPOT) generated letters of authorization (LOA's). All missing personnel will immediately be reported to the Installation Manager and Force Protection Offer (FPO), and the OSC-I BDOC for the installation they are located at.

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the OSC-I FPO will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to the FPO within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals SPOT generated LOA, copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If OSC-I FPO determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, FPO will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, Common Access Card (CAC), etc. are terminated/reconciled appropriately within 24 hours of notification by FPO in accordance with subparagraph (a)(8) of C-JTSCC Clause 952.225-0017 entitled "Contractor Demobilization (Iraq)". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(End of Clause)

**952.225-0021 – MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN IRAQ (DEC 2011)**

(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 (TCN), and U.S. employees, working on Office of Security Cooperation-Iraq (OSC-I) installations have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country of a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 93 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, BMI and symptom survey.

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractor's medical provider or local economy provider who will look for interval changes from prior CXR's and review any changes in the symptom survey.

(iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the Contractor's medical provider as soon as possible. TB reporting is required within 24 hours to the Contracting Officer Representative and the OSC-I Installation Manager. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Contractor's medical provider. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

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

(2) TB screening and documentation is a requirement prior to receiving badges to work in the IJOA. A copy of the TB screening documentation shall be provided to the responsible OSC-I Installation Manager prior to issuance of site access badges.

(b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production facilities, shall have current Typhoid and Hepatitis "A" (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 94 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

by the Contracting Officer.

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment/isolation) is available at the contractor's chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation as Supplemented, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements.

(End of Clause)

**952.232-0001 – NOTIFICATION OF PAYMENT IN LOCAL CURRENCY (IRAQ) (DEC 2011)**

(a) Pursuant to the authority of USCENTCOM FRAGO's 09-1567 and 10-143 this contract/purchase will be awarded in Iraqi Dinar (local currency) if awarded to a host nation vendor. The contractor will receive payment in local currency via Electronic Funds Transfer to a local (Iraqi) banking institution. Contracts/purchase orders shall not be awarded to host nation vendors (Iraqi) who do not bank locally. If awarded to other than a host nation vendor, the contract will be awarded in US dollars. The currency exchange rate will be determined at the official exchange rate posted by the local DoD Finance office on the date of the payment in accordance with the Department of Defense Financial Management Regulation.

(b) By exception, the following forms of payment are acceptable when EFT using ITS.gov is determined not available by the local finance office, in order of priority.

(1) EFT using Limited Depository Account (LDA)

(2) Check from the local finance office LDA

(3) Local currency cash payments must be approved in writing by the local finance office and contracting office prior to contract/purchase order award. Payments in cash are restricted to contracts/purchase orders when the vendor provides proof via a letter from the host nation banking institution that it is not EFT capable and validated by the local finance office that the vendor's banking institution is not EFT capable. Cash payments will be made in Iraqi Dinar.

(End of Clause)

**952.232-0003 – PAYMENT IN LOCAL CURRENCY (IRAQ) (DEC 2011)**



CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 95 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(a) Pursuant to the authority of USCENTCOM FRAGO's 09-1567 and 10-143 this contract/purchase order is awarded in Iraqi Dinar (local currency), if awarded to a host nation vendor. The contractor will receive payment in local currency via Electronic Funds Transfer to a local (Iraqi) banking institution.

(b) By exception, the following forms of payment are acceptable when EFT using ITS.gov is determined not available by the local finance office, in order of priority.

(1) EFT using Limited Depository Account (LDA)

(2) Check from the local finance office LDA

(3) Local currency cash payments (must be approved in writing by the local finance office and contracting office prior to contract/purchase order award). Payments in cash are restricted to contracts/purchase orders when the vendor provides proof via a letter from the host nation banking institution that it is not EFT capable and validated by the local finance office that the vendor's banking institution is not EFT capable. Cash payments will be made in Iraqi Dinar.

(End of Clause)

**952.236-0001 – ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS (DEC 2011)**

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:

- (1) "the minimum requirements of United States' National Fire Protection Association (NFPA) 70,
- (2) 2011 National Electrical Code (NEC) for new construction
- (3) 2008 National Electrical Code (NEC) for repairs and upgrades to existing construction
- (4) American National Standards Institute (ANSI) C2, and
- (5) United States' National Electrical Safety Code (NESC).

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 96 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation apply British Standard (BS 7671, Edition 17 defacto standard for 50 HZ installations). Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The following internet links provide access to some of these standards:

UFC: [http://www.wbdg.org/ccb/browse\\_cat.php?o=29&c=4](http://www.wbdg.org/ccb/browse_cat.php?o=29&c=4)

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(f) For questions concerning this Interim Policy Directive, or implementation thereof, please contact the C-JTSCC Policy Directorate at [CCC.Policy.GRP@ccc.centcom.mil](mailto:CCC.Policy.GRP@ccc.centcom.mil).

(End of Clause)

-

### **FAR / DFAR Clauses Required**

#### **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.

(End of clause)

#### **252.225-7993 – PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES**

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 97 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

**CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-O0005)(JAN 2012)**

(a) The Contractor is required to exercise due diligence to ensure that none of the funds received under this contract are provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(b) The Head of the Contracting Activity (HCA) has the authority to—

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the Contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this Contract have been provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(End of Clause)

**252.225-7994 – ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-O0005) (JAN 2012)**

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not—

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this Contract that have an estimated value over \$100,000.

(End of Clause)

**252.225-7995 – CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL**

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 98 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

## COMMAND AREA OF RESPONSIBILITY (DEVIATION 2011-O0004) (APR 2011)

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

(b) *General.*

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

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

(3) Contractor personnel are civilians.

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

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

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

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

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

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

(2) Treaties and international agreements;

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 99 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	-------------------	-------

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the USCENCOM Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

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

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

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

(ii) All personnel are medically and physically fit and have received all required vaccinations.

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

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

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

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

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

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

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

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

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

(18 U.S.C. 3261 *et seq.*);

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

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

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 100 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

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

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

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

(g) *Registration of Contractor personnel and private security contractor equipment.*

(1) The Contractor is required to register in the automated web based Synchronized Predeployment and Operational Tracker (SPOT) following the procedures in paragraph (g)(4) of this clause.

(2) Prior to deployment of contractor employees, or, if already in the USCENCOM AOR, upon becoming an employee under this contract, the Contractor shall enter into SPOT, and maintain current data, including actual arrival date and departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third-country nationals, and local national contractor personnel, who are performing this contract in the USCENCOM AOR as follows:

(i) In all circumstances, this includes any personnel performing private security functions.

(ii) For personnel other than those performing private security functions, this requirement excludes anyone—

(A) Hired under contracts valued less than \$100,000;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System

(3) Weapons, armored vehicles, helicopters, and other military vehicles used by personnel performing private security functions under this contract must be entered into SPOT, and the currency of such information must be maintained.

(4) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password or an Army Knowledge Online (AKO) account.

(ii) *To register in SPOT:*

(A) Contractor company administrators should register for a SPOT account at <https://spot.altess.army.mil>; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 101 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

appropriate level of user access.

(iii) Upon approval, all users will access SPOT at <https://spot.altess.army.mil/>.

(iv) Refer SPOT application assistance questions to the Customer Support Team at 717-458-0747 or [SPOT.helpdesk@us.army.mil](mailto:SPOT.helpdesk@us.army.mil). Refer to the SPOT Enterprise Suite Resource Center at <http://www.resource.spot-es.net/> for additional training resources and documentation regarding registration for and use of SPOT.

(5) The Contractor shall submit aggregate contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e. U.S. third country national or local national) of those contractor personnel who are on contracts valued greater than \$100,000, but performing less than 30 days in the AOR (e.g. day laborers).

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

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

(i) *Weapons.*

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

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

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

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

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

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

(A) Safely;

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

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

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 102 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

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

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

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

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

(k) *Military clothing and protective equipment.*

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

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

(l) *Evacuation.*

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

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

(m) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the contractor personnel designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the individual—

(i) Dies;



CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 103 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

- (ii) Requires evacuation due to an injury; or
- (iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.

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

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

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

(End of Clause)

252.225-7997 – ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN (**DEVIATION 2010-O0014**) (AUG 2010)

(a) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (c) below, 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.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 104 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

(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.

(c) The appropriate investigative authorities to which suspected crimes shall be reported include the following officials—

(i) US Army Criminal Investigations Division at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>; or

(iv) To the command of any supported military element or the command of any base.

(d) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at (800) 424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(End of Clause)

### **252.232-7003 - ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)**

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

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 105 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

Contractor under this contract.

(4) "Receiving report" means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Government-wide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 106 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

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

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

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

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

(End of Clause)

#### C-315 WORKWEEK (DEC 1999)

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

Name of Holiday Time of Observance

New Year’s Day 1 January

Martin Luther King Jr. Day Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day 4 July

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 107 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

Labor Day First Monday in September  
Columbus Day Second Monday in October  
Veteran's Day 11 November  
Thanksgiving Day Fourth Thursday in November  
Christmas Day 25 December

- (b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.
- (c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.
- (d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

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

- (a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.
- (b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:
- (1) Routine inspection of contractor occupied work spaces.
  - (2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.
  - (3) Random inspections of personnel possessions on entry or exit from the installation.
- (c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.
- (d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.
- (e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.
- (f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 108 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

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

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

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

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

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

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

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

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

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

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

**a.** Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

**b.** The Government will review resumes of contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from potential employee to work will be part of the technical proposal.

**c.** If the TOM questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

**d.** The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 109 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The TOM reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

### **Junior Engineer/Scientist**

**Education:** BS degree in "a technical or scientific field such as engineering, physics, chemistry, biology, mathematics, operations research, engineering management, or computer science"

**Experience:** None.

### **Program Manager**

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

**Experience:** Fifteen (15) years of technical experience in support of "Marine Corps Command System, Tactical Systems, specifically integrated, processor-controlled communications, radio and management systems", to include: Equipment Support, System Support, and Programmatic Support. Eight (8) years Program Management Experience, to include: Technology Assessments, Systems Design, Systems Analysis, Programmatic Support, Acquisition Planning, and Budget Planning. Five (5) years as manager of "Marine Corps Expeditionary C4I Data Transport or Radio Systems". Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

### **Technical Writer/Editor 2**

**Education:** BA degree in English, Journalism, or Technical Writing or

**Experience:** Five (5) years of experience in the "Marine Corps Command System, Tactical Systems, specifically integrated, processor-controlled communications, radio and management systems", to include: writing technical documentation, procedures and guidelines for C4ISR systems or equipment.

### **Technical Writer/Editor 3**

**Education:** BA degree in English, Journalism, or Technical Writing.

**Experience:** Ten (10) years of experience in the "Marine Corps Command System, Tactical Systems, specifically integrated, processor-controlled communications, radio and management systems", to include: writing/editing technical documentation, procedures and guidelines for C4ISR systems or equipment.

### **Management Analyst 1**

**Education:** Bachelor's degree in "Business, Accounting or Finance" **Experience:** One (1) years Contract Management experience, to include: Development of Program Acquisition Documentation, Data Collection and Analysis. Familiarity with Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

### **Management Analyst 2**

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 110 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

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

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

### **Engineer/Scientist 2**

**Education:** BS degree in "*a technical or scientific field such as engineering, physics, chemistry, biology, mathematics, operations research, engineering management, or computer science*"

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

**Experience:** Three (3) years of experience in "*Marine Corps Command System, Tactical Systems, specifically integrated, processor-controlled communications, radio and management systems*", to include: Systems/Equipment Support, and Test and Evaluation support of C4ISR requirements. One (1) year of technical experience in support of "*Marine Corps Expeditionary C4I Data Transport or Radio Systems*"

### **Engineer/Scientist 3**

**Education:** BS degree in "*a technical or scientific field such as engineering, physics, chemistry, biology, mathematics, operations research, engineering management, or computer science*"

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

**Experience:** Six (6) years of experience in "*Marine Corps Command System, Tactical Systems, specifically integrated, processor-controlled communications, radio and management systems*", to include: Systems Analysis, Systems Architecture, Systems/Equipment Support, Test and Evaluation, and Logistics support of C4ISR requirements. Three (3) years of technical experience in support of "*Marine Corps Expeditionary C4I Data Transport or Radio Systems*"

### **Training Specialist 1**

**Education:** Bachelor's degree in Education, English, Psychology or "*Certified US Military Instructor*". Working towards Training Certification, **OR Experience:** Three (3) years of



CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 111 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

experience in training development environment.

### **Training Specialist 2**

**Education:** Bachelor's degree in Education, English, Psychology "*Certified US Military Instructor*". Working towards Training Certification, **OR Experience:** Five (5) years of experience in the "*Marine Corps Command System, Tactical Systems, specifically integrated, processor-controlled communications, radio and management systems*", to include: establishing training needs, developing goals and objectives, developing training programs, and applying the instructional system development (ISD) process.

### **Subject Matter Expert (SME) 1**

**Education:** Technical Training in "*Marine Corps Command System, Tactical Systems, specifically integrated, processor-controlled communications, radio and management systems*" **OR Experience:** Eight (8) years of hands-on experience with "*Marine Corps Expeditionary C4I Data Transport or Radio Systems*", to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in "*Marine Corps Command System, Tactical Systems, specifically integrated, processor-controlled communications, radio and management systems*"

### **Subject Matter Expert (SME) 2**

**Education:** Technical Training in "*Marine Corps Command System, Tactical Systems, specifically integrated, processor-controlled communications, radio and management systems*" **OR Experience:** Ten (10) years of hands-on experience with "*Marine Corps Expeditionary C4I Data Transport or Radio Systems*", to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in "*Marine Corps Command System, Tactical Systems, specifically integrated, processor-controlled communications, radio and management systems*"

### **Subject Matter Expert (SME) 3**

**Education:** Technical Training in "*Marine Corps Command System, Tactical Systems, specifically integrated, processor-controlled communications, radio and management systems*" **Experience:** Twelve (12) years of hands-on experience with "*Marine Corps Expeditionary C4I Data Transport or Radio Systems*", to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in "*Marine Corps Command System, Tactical Systems, specifically integrated, processor-controlled communications, radio and management systems*"

### **Subject Matter Expert (SME) 4**

**Education:** Technical Training in "*Marine Corps Command System, Tactical Systems, specifically integrated, processor-controlled communications, radio and management systems*"

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 112 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

**Experience:** Fifteen (15) years of hands-on experience with "Marine Corps Expeditionary C4I Data Transport or Radio Systems", to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in "Marine Corps Command System, Tactical Systems, specifically integrated, processor-controlled communications, radio and management systems"

### **Subject Matter Expert (SME) 5**

**Education:** Technical Training in "Marine Corps Command System, Tactical Systems, specifically integrated, processor-controlled communications, radio and management systems"

**Experience:** Eighteen (18) years of hands-on experience with "Marine Corps Expeditionary C4I Data Transport or Radio Systems", to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in "Marine Corps Command System, Tactical Systems, specifically integrated, processor-controlled communications, radio and management systems"

### **Logistician 1**

**Education:** Bachelor's degree.

**Experience:** One (1) year experience in defense life-cycle (acquisition) logistics support of electronic systems, to include: logistics principles, practices, and processes.

### **Logistician 2**

**Education:** Bachelor's degree plus individual is working towards Professional certification –i.e., Defense Acquisition Workforce Improvement Act (DAWIA) in Lifecycle [Acquisition] Logistics - Level 1 OR have equivalent logistics training (resume to specify all equivalent training) OR possess an additional one (1) year working in direct support of defense life-cycle logistics.

**Experience:** Three (3) years experience in defense life-cycle (acquisition) logistics support of electronic systems, to include: logistics principles, practices, and processes. Of the required 3 years, individual shall have one (1) year support of C4ISR systems. Demonstrated skills, to include: Analyzing Engineering/Systems Management Data, and Developing Logistics Plans and Procedures.

### **Accounting Clerk I (SCA 01011)**

**Education:** High School Diploma or GED.

**Experience:** One (1) year of clerical accounting experience. Knowledge of established and standardized bookkeeping and accounting procedures and techniques.

### **Accounting Clerk II (SCA 01012)**

**Education:** High School Diploma or GED.

**Experience:** Two (2) years of clerical accounting experience to include: double entry bookkeeping, posting actions to journals, making debit/credit entries. Performing one (1) or more accounting tasks such as; verifying mathematical accuracy of accounting documents; examining

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 113 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

and verifying clerical accuracy of various types of reports, lists, calculations, etc.; or making entries or adjustments to accounts. Demonstrated knowledge and understanding of the established and standardized bookkeeping and accounting procedures and techniques used in an accounting system. Knowledge and understanding of the terminology, codes, and processes used in automated accounting systems.

**Accounting Clerk III (SCA 01013)**

**Education:** Associate's degree in business.

**Experience:** Two (2) years of clerical accounting experience to include: maintaining journals or subsidiary ledgers of an accounting system and balancing/reconciling accounts. Performing one (1) or more accounting tasks such as; verifying for internal consistency, completeness, and mathematical accuracy of accounting documents; examining and verifying clerical accuracy of various types of reports, lists, calculations, etc.; or making entries or adjustments to accounts. Demonstrated knowledge and understanding of the established and standardized bookkeeping and accounting procedures and techniques used in an accounting system. Knowledge and understanding of the terminology, codes, and processes used in automated accounting systems.

OR

**Education:** High School diploma or GED.

**Experience:** Four (4) years of clerical accounting experience to include: maintaining journals or subsidiary ledgers of an accounting system and balancing/reconciling accounts. Performing one (1) or more accounting tasks such as; verifying for internal consistency, completeness, and mathematical accuracy of accounting documents; examining and verifying clerical accuracy of various types of reports, lists, calculations, etc.; or making entries or adjustments to accounts. Demonstrated knowledge and understanding of the established and standardized bookkeeping and accounting procedures and techniques used in an accounting system. Knowledge and understanding of the terminology, codes, and processes used in automated accounting systems.

**Illustrator II (SCA 13042)**

**Education:** Associate's degree in Electronic Technology or "Acceptable Education Substitution".

**Experience:** Four (4) years of practical experience in graphic arts and a demonstrated knowledge of graphic production equipment. One (1) year of the last two (2) years experience, to include: preparing electrical/electronics drawings in support of engineering functions using AUTOCAD 2000 or higher software tools.

**Technical Instructor (SCA 15090)**

**Education:** High School Diploma or GED. Training Certification

**Experience:** Five (5) years of experience as instructor of "Technical Trade or Craft" Experience, to include: developing appropriate course material, hands on practical experience with techniques being taught, and researching latest technical discipline practices.

**Technical Instructor/Course Developer (SCA 15095)**

**Education:** High School Diploma or GED. Training Certification

**Experience:** Eight (8) years of experience in the "Technical Trade or Craft"

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 114 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

Experience, to include: developing appropriate course material, hands on practical experience with techniques being taught, researching latest technical discipline practices, establishing training needs, developing goals and objectives, and developing training programs.

**Engineering Technician I (SCA 30081)**

**Education:** 2 Years "Marine Corps Command System, Tactical Systems, specifically integrated, processor-controlled communications, radio and management systems", Engineering Technology, or "Acceptable Education Substitution".

**Experience:** None.

OR

**Education:** High School diploma or GED.

**Experience:** Three (3) years practical experience, to include: laboratory testing, manufacturing, or maintenance.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 115 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

## **SECTION D PACKAGING AND MARKING**

### **SHIP TO INFORMATION:**

See Section G - Task Order Manager

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 116 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

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

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 117 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	7/1/2010 - 6/30/2011
4100	7/1/2011 - 6/30/2012
4200	7/1/2012 - 6/30/2013
4300	7/1/2013 - 6/30/2014
4400	7/1/2014 - 6/30/2015
6000	7/1/2010 - 6/30/2011
6100	7/1/2011 - 6/30/2012
6200	7/1/2012 - 6/30/2013
6300	7/1/2013 - 6/30/2014
6400	7/1/2014 - 6/30/2015

### CLIN - DELIVERIES OR PERFORMANCE

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

4000	7/1/2010 - 6/30/2011
4100	7/1/2011 - 6/30/2012
4200	7/1/2012 - 6/30/2013
4300	7/1/2013 - 6/30/2014
4400	7/1/2014 - 6/30/2015
6000	7/1/2010 - 6/30/2011
6100	7/1/2011 - 6/30/2012
6200	7/1/2012 - 6/30/2013
6300	7/1/2013 - 6/30/2014
6400	7/1/2014 - 6/30/2015

Services to be performed hereunder will be provided at (insert specific address and building etc.)

### F-303 PERIODS OF PERFORMANCE

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

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 118 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager  
Michael Griesman, 43110  
P. O. Box 190022  
N. Charleston, SC 29405  
[mike.griesman@navy.mil](mailto:mike.griesman@navy.mil)  
843-218-2498

G-314 TYPE OF CONTRACT (DEC 1999)

This is a Cost Plus Fixed Fee task order.

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

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

Invoice Type	Cost Vouchers
Issued by	N65236
Admin by	Code S0514A DCMA SAN DIEGO
DCAA Auditor	Code ____ (DCAA ____ Branch Office)
Service Approver	Code S0514A DCMA SAN DIEGO
Pay by	Code HQ0339(DFAS COLUMBUS, WEST ENTITLEMENT

Pursuant to the requirement at DFARS PGI 204.7108, Payment Instructions (d) (12) none of the standard payment instructions identified in paragraphs (d)(1) through (11) of this section are appropriate, 252.204-0001 thru 0011 cannot be applied due to the nature of SEAPORT ORDER and that each ACRN is applicable to each CLIN and the sequence of work cannot be predicted in



CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 119 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

advance. The Payment instructions below provide a significantly better reflection of how funds will be expended in support of contract performance.

#### INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Consistent with task order clause 5252.232-9206, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN). The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

#### ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

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

#### Accounting Data

SLINID	PR Number	Amount
400001	1300165904	25000.00

LLA :  
AA 17 0 1109 4633 251 67854 0 067443 2D 4633BS  
COST CODE: 0RC04860125V  
DOC#: M6785410RC04860 / AA  
COST CODE: 100000419150 0010  
FUNDS EXP. 24 MAR 2011

BASE Funding 25000.00  
Cumulative Funding 25000.00

MOD 01

400002	1300173972	349135.00
--------	------------	-----------

LLA :  
AB 17 0 1109 4633 251 67854 067443 2D 463327  
COST CODE: 0RC04C2212K1  
DOC#: M6785410RC04C22 / AA

400003	1300173972	189122.52
--------	------------	-----------

LLA :  
AC 17 0 1109 4633 251 67854 067443 2D 4633BS  
COST CODE: 0RC04863125V  
DOC#: M6785410RC04863 / AA

400004	1300173972	32900.00
--------	------------	----------

LLA :  
AD 17 0 1109 4633 251 67854 067443 2D 4633BS  
COST CODE: 0RC04860125V  
DOC#: M6785410RC04860 / AA

600001	1300173972	30000.00
--------	------------	----------

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 120 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

LLA :  
AC 17 0 1109 4633 251 67854 067443 2D 4633BS  
COST CODE: ORC04863125V  
DOC#: M6785410RC04863 / AA

600002 1300173972 57000.00

LLA :  
AD 17 0 1109 4633 251 67854 067443 2D 4633BS  
COST CODE: ORC04860125V  
DOC#: M6785410RC04860 / AA

MOD 01 Funding 658157.52  
Cumulative Funding 683157.52

MOD 02

400005 1300176905 58156.72

LLA :  
AE 17 0 1106 27A0 251 67854 0 067443 2D M67854  
COST CODE: ORCSKFA812CH  
DOC#: M6785410RCSKFA8 / AA  
APPN Exp Date: 30-Sep-2010. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing 10 U.S.C.2410(a), total duration of work under these funds cannot exceed 12 months. Funds applied 25 SEP 10.

400006 1300178728 125178.66

LLA :  
ER 97X4930 NH3S 255 77777 0 050120 2F 000000 00C04860125V

600003 1300178728 20000.00

LLA :  
ER 97X4930 NH3S 255 77777 0 050120 2F 000000 00C04860125V

MOD 02 Funding 203335.38  
Cumulative Funding 886492.90

MOD 03

400007 1300182817 635835.12

LLA :  
AG 17 0 1109 4633 251 67854 0 067443 2D 4633BS  
COST CODE: ORC04863125V  
DOC#: M6785410RC04863 / AA

600004 1300182817 168769.72

LLA :  
AG 17 0 1109 4633 251 67854 0 067443 2D 4633BS  
COST CODE: ORC04863125V  
DOC#: M6785410RC04863 / AA

MOD 03 Funding 804604.84  
Cumulative Funding 1691097.74

MOD 04

400008 1300185487 63270.12

LLA :  
AH 17 1 1109 4633 251 67854 0 067443 2D 463327  
COST CODE: 1RC1409012K1  
DOC#: M6785411RC14090 / AA

600005 1300185487 63270.13

LLA :  
AH 17 1 1109 4633 251 67854 0 067443 2D 463327  
COST CODE: 1RC1409012K1  
DOC#: M6785411RC14090 / AA

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 121 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

MOD 04 Funding 126540.25  
Cumulative Funding 1817637.99

MOD 05

400009 1300187332 50000.00  
LLA :  
AJ 17 0 1109 4633 253 67854 0 067443 2D 463321  
COST CODE: 1RC04J29124L  
DOC#: M6785411RC04J29 / AA

MOD 05 Funding 50000.00  
Cumulative Funding 1867637.99

MOD 06

400010 1300191821 208457.65  
LLA :  
AK 1791109 4633 310 67854 067443 2D 463305  
Standard Number: M6785409RC94603  
ACRN AK: LABOR FOR PWS  
PR# 1300191821  
DOC # M6785409RC94603  
COST CODE# 9RC94603126G  
NWA# 100000387874-0001

MOD 06 Funding 208457.65  
Cumulative Funding 2076095.64

MOD 07

400011 1300194614 200000.00  
LLA :  
AL 1701109 4633 251 67854 067443 2D 463321 1RC04L99124L  
Standard Number: M6785411RC04L99  
ACRN AL: LABOR FOR PWS  
PR# 1300194614  
DOC # M6785411RC04L99  
NWA# 100000464910-0060

Funds Expire 30 Sept 2012. Period of Performance is from 1 July 2010 until 30 June 20

MOD 07 Funding 200000.00  
Cumulative Funding 2276095.64

MOD 08

400012 1300195547 271797.30  
LLA :  
AM 9790350 27B0 310 67854 0 067443 2D 1009S8 0RC0023512Y1  
Standard Number: M6785410RC00235

400013 1300196588 891000.00  
LLA :  
AN 1701109 4633 251 67854 0 067443 2D 4633BS 1RC04M51125V  
Standard Number: M6785411RC04M51

600006 1300195547 28761.88  
LLA :  
AM 9790350 27B0 310 67854 0 067443 2D 1009S8 0RC0023512Y1  
Standard Number: M6785410RC00235

MOD 08 Funding 1191559.18  
Cumulative Funding 3467654.82

MOD 09

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 122 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

400014 1300200659 181440.06  
 LLA :  
 AP 1791109 4633 310 67854 067443 2D 463305 9RC94605126G  
 Standard Number: M6785409RC94605

600007 1300200659 70000.00  
 LLA :  
 AP 1791109 4633 310 67854 067443 2D 463305 9RC94605126G  
 Standard Number: M6785409RC94605

MOD 09 Funding 251440.06  
 Cumulative Funding 3719094.88

MOD 10 Funding 0.00  
 Cumulative Funding 3719094.88

MOD 11

400015 1300203632 200000.00  
 LLA :  
 AQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2115HN09  
 Standard Number: N6133111WX00397  
 JON: 100000475261-0050

400016 1300203632 25000.00  
 LLA :  
 AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ211DHN09  
 Standard Number: N6133111WX00398  
 JON: 100000475261-0040

400017 1300203579 400000.00  
 LLA :  
 AS 17 0 1109 4633 251 67854 067443 2D 463321 1RC04L99124L  
 Standard Number: M6785411RC04L99  
 JON: 100000464910-0060

600008 1300203632 23000.00  
 LLA :  
 AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ211DHN09  
 Standard Number: N6133111WX00398  
 JON: 100000475261-0040

MOD 11 Funding 648000.00  
 Cumulative Funding 4367094.88

MOD 12

400002 1300173972 (97956.12)  
 LLA :  
 AB 17 0 1109 4633 251 67854 067443 2D 463327  
 COST CODE: 0RC04C2212K1  
 DOC#: M6785410RC04C22 / AA

400006 1300178728 (10029.02)  
 LLA :  
 ER 97X4930 NH3S 255 77777 0 050120 2F 000000 00C04860125V

400007 1300182817 (166465.75)  
 LLA :  
 AG 17 0 1109 4633 251 67854 0 067443 2D 4633BS  
 COST CODE: 0RC04863125V  
 DOC#: M6785410RC04863 / AA

400012 1300195547 (231537.26)  
 LLA :  
 AM 9790350 27B0 310 67854 0 067443 2D 1009S8 0RC0023512Y1  
 Standard Number: M6785410RC00235

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4096	V702	64	123 of 165	

400013 1300196588 (328088.04)  
 LLA :  
 AN 1701109 4633 251 67854 0 067443 2D 4633BS 1RC04M51125V  
 Standard Number: M6785411RC04M51

400014 1300200659 (181440.06)  
 LLA :  
 AP 1791109 4633 310 67854 067443 2D 463305 9RC94605126G  
 Standard Number: M6785409RC94605

400015 1300203632 (63786.67)  
 LLA :  
 AQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2115HN09  
 Standard Number: N6133111WX00397  
 JON: 100000475261-0050

400016 1300203632 (25000.00)  
 LLA :  
 AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ211DHN09  
 Standard Number: N6133111WX00398  
 JON: 100000475261-0040

400017 1300203579 (362719.95)  
 LLA :  
 AS 17 0 1109 4633 251 67854 067443 2D 463321 1RC04L99124L  
 Standard Number: M6785411RC04L99  
 JON: 100000464910-0060

600002 1300173972 (56300.00)  
 LLA :  
 AD 17 0 1109 4633 251 67854 067443 2D 4633BS  
 COST CODE: ORC04860125V  
 DOC#: M6785410RC04860 / AA

600003 1300178728 (11006.75)  
 LLA :  
 ER 97X4930 NH3S 255 77777 0 050120 2F 000000 00C04860125V

600004 1300182817 (39259.26)  
 LLA :  
 AG 17 0 1109 4633 251 67854 0 067443 2D 4633BS  
 COST CODE: ORC04863125V  
 DOC#: M6785410RC04863 / AA

600005 1300185487 (21532.64)  
 LLA :  
 AH 17 1 1109 4633 251 67854 0 067443 2D 463327  
 COST CODE: 1RC1409012K1  
 DOC#: M6785411RC14090 / AA

600006 1300195547 (27661.88)  
 LLA :  
 AM 9790350 27B0 310 67854 0 067443 2D 1009S8 ORC0023512Y1  
 Standard Number: M6785410RC00235

600007 1300200659 (70000.00)  
 LLA :  
 AP 1791109 4633 310 67854 067443 2D 463305 9RC94605126G  
 Standard Number: M6785409RC94605

MOD 12 Funding -1692783.40  
 Cumulative Funding 2674311.48

MOD 13

410001 1300213298 328088.04  
 LLA :  
 AN 1701109 4633 251 67854 067443 2D 4633BS 1RC04M51125V  
 Standard Number: M6785411RC04M51  
 ACRN AN: Labor for PWS

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 124 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

PR#: 1300213298  
NWA/JON: 100000475261-0030

410002 1300213298 181440.06  
LLA :  
AP 1791109 4633 310 67854 067443 2D 463305 9RC94605126G  
Standard Number: M6785409RC94605  
ACRN AP: Labor for PWS  
PR#: 1300213298  
NWA/JON: 100000387876-0001

410003 1300213298 97956.12  
LLA :  
AB 1701109 4633 251 67854 067443 2D 463327 0RC04C2212K1  
Standard Number: M6785410RC04C22  
ACRN AB: Labor for PWS  
PR#: 1300213298  
NWA/JON: 100000419154-0070

410004 1300213298 166465.75  
LLA :  
AG 1701109 4633 251 67854 067443 2D 4633BS 0RC04863125V  
Standard Number: 0RC04863125V  
ACRN AG: Labor for PWS  
PR#: 1300213298  
NWA/JON: 100000415216-0050

410005 1300213298 362719.95  
LLA :  
AS 1701109 4633 251 67854 067443 2D 463321 1RC04L99124L  
Standard Number: M6785411RC04L99  
ACRN AS: Labor for PWS  
PR#: 1300213298  
NWA/JON: 100000464910-0060

410006 1300213298 63786.67  
LLA :  
AQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2115HN09  
Standard Number: N6133111WX00397  
ACRN AQ: Labor for PWS  
PR#: 1300213298  
NWA/JON: 100000475261-0050

410007 1300213298 25000.00  
LLA :  
AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ211DHN09  
Standard Number: N6133111WX00398  
ACRN AR: Labor for PWS  
PR#: 1300213298  
NWA/JON: 100000475261-0040

410008 1300213298 46100.00  
LLA :  
AT 1711109 4631 253 67854 067443 2D 4631B1 1RC14330114D  
Standard Number: M6785411RC14330  
ACRN AT: Labor for PWS  
PR#: 1300213298  
NWA/JON: 100000465004-0020

410009 1300213298 20000.00  
LLA :  
AU 1701109 4633 251 67854 067443 2D 4633BS 0RC04863125V  
Standard Number: M6785410RC04863  
ACRN AU: Labor for PWS  
PR#: 1300213298  
NWA/JON: 100000415216-0050

610001 1300213298 70000.00  
LLA :  
AP 1791109 4633 310 67854 067443 2D 463305 9RC94605126G  
Standard Number: M6785409RC94605

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 125 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

ACRN AP: ODCs for PWS  
PR#: 1300213298  
NWA/JON: 100000387876-0001

610002 1300213298 21532.64  
LLA :  
AH 1711109 4633 251 67854 067443 2D 463327 1RC1409012K1  
Standard Number: M6785411RC14090  
ACRN AH: ODCs for PWS  
PR#: 1300213298  
NWA/JON: 100000463406-0020

610003 1300213298 39259.26  
LLA :  
AG 1701109 4633 251 67854 067443 2D 4633BS 0RC04863125V  
Standard Number: 0RC04863125V  
ACRN AG: ODCs for PWS  
PR#: 1300213298  
NWA/JON: 100000415216-0050

610004 1300213298 3900.00  
LLA :  
AT 1711109 4631 253 67854 067443 2D 4631B1 1RC14330114D  
Standard Number: M6785411RC14330  
ACRN AT: ODCs for PWS  
PR#: 1300213298  
NWA/JON: 100000465004-0020

610005 1300213298 3923.00  
LLA :  
AU 1701109 4633 251 67854 067443 2D 4633BS 0RC04863125V  
Standard Number: M6785410RC04863  
ACRN AU: ODCs for PWS  
PR#: 1300213298  
NWA/JON: 100000415216-0050

610006 1300213298 56300.00  
LLA :  
AD 1701109 4633 251 67854 067443 2D 4633BS 0RC04860125V  
Standard Number: M675410RC04860  
ACRN AD: ODCs for PWS  
PR#: 1300213298  
NWA/JON: 100000419150-0010

MOD 13 Funding 1486471.49  
Cumulative Funding 4160782.97

MOD 14

410010 1300217769 519680.00  
LLA :  
AV 1711106 1A2A 251 67854 067443 2D M67854 1RCSKG9112PR  
Standard Number: M6785411RCSKG91  
NWA: 100000475261-0070

410011 1300217769 31663.08  
LLA :  
AW 1711106 1A2A 251 67854 067443 2D M67854 1RCBXH0912PR  
Standard Number: M6785411RCBXH09  
NWA: 100000475261-0090

610007 1300217769 23317.69  
LLA :  
AW 1711106 1A2A 251 67854 067443 2D M67854 1RCBXH0912PR  
Standard Number: M6785411RCBXH09  
NWA: 100000475261-0090

MOD 14 Funding 574660.77  
Cumulative Funding 4735443.74

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 126 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

MOD 15

410012 1300222021 83824.00  
 LLA :  
 AX 1701109 4633 251 67854 067443 2D 4633BS 0RC04863125V  
 Standard Number: M6785410RC04863  
 ACRN AX: Labor for PWS  
 NWA/JON: 100000415216-0050

610008 1300222021 33000.00  
 LLA :  
 AY 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ311RRKV3  
 Standard Number: N6133111rx00067  
 ACRN AY: ODCs for PWS  
 NWA/JON: 100000475261-0100

MOD 15 Funding 116824.00  
 Cumulative Funding 4852267.74

MOD 16

410013 1300223562 82760.51  
 LLA :  
 AZ 1701109 4747 310 67854 067443 2D 4747BS 1RC04S23125W  
 Standard Number: M67854-11-RC04S23  
 ACRN AZ: Labor for PWS  
 NWA/JON: 100000496352-0010

410014 1300223562 310980.17  
 LLA :  
 BA 1711109 2021 257 67854 067443 2D 202105 1RC12C9514T2  
 Standard Number: N/A  
 ACRN BA: Labor for PWS  
 NWA/JON: 100000503528-0100

610009 1300223562 24358.03  
 LLA :  
 AZ 1701109 4747 310 67854 067443 2D 4747BS 1RC04S23125W  
 Standard Number: M67854-11-RC04S23  
 ACRN AZ: ODCs for PWS  
 NWA/JON: 100000496352-0010

610010 1300223562 65552.52  
 LLA :  
 BA 1711109 2021 257 67854 067443 2D 202105 1RC12C9514T2  
 Standard Number: N/A  
 ACRN BA: ODCs for PWS  
 NWA/JON: 100000503528-0100

MOD 16 Funding 483651.23  
 Cumulative Funding 5335918.97

MOD 17

410005 1300213298 (40000.00)  
 LLA :  
 AS 1701109 4633 251 67854 067443 2D 463321 1RC04L99124L  
 Standard Number: M6785411RC04L99  
 ACRN AS: Labor for PWS  
 PR#: 1300213298  
 NWA/JON: 100000464910-0060

610011 1300228015 40000.00  
 LLA :  
 AS 1701109 4633 251 67854 067443 2D 463321 1RC04L99124L  
 Standard Number: M6785411RC04L99  
 NWA #100000464910 0060



CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 127 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

MOD 17 Funding 0.00  
Cumulative Funding 5335918.97

MOD 18

410015 1300223458 227765.00  
LLA :  
BB 1711804 5C6C 252 00039 0 050120 2D 000000 A00000856028  
Standard Number: N0003911WX03173  
NWA #BS-001411.0206010115

610012 1300223458 38257.00  
LLA :  
BB 1711804 5C6C 252 00039 0 050120 2D 000000 A00000856028  
Standard Number: N0003911WX03173  
NWA #BS-001411.0206010115

MOD 18 Funding 266022.00  
Cumulative Funding 5601940.97

MOD 19 Funding 0.00  
Cumulative Funding 5601940.97

MOD 20

410011 1300217769 (8345.39)  
LLA :  
AW 1711106 1A2A 251 67854 067443 2D M67854 1RCBXH0912PR  
Standard Number: M6785411RCBXH09  
NWA: 100000475261-0090

410016 1300229973 127789.88  
LLA :  
BC 1711109 4633 251 67854 067443 2D 4633B1 1RC14927124F  
Standard Number: M6785411RC14927  
ACRN BC: Labor for PWS  
NWA/JON: 100000475263-0030

410017 1300229973 66641.52  
LLA :  
BD 1711109 4633 251 67854 067443 2D 4633B1 1RC14927124F  
Standard Number: M6785411RC14927  
ACRN BD: Labor for PWS  
NWA/JON: 100000504335-0DTS

410018 1300229973 205586.60  
LLA :  
BE 1711109 4633 251 67854 067443 2D 4633B1 1RC14927124F  
Standard Number: M6785411RC14927  
ACRN BE: Labor for PWS  
NWA/JON: 100000468538-0080

410019 1300233117 455852.79  
LLA :  
BF 1711109 4633 252 67854 067443 2D 4633B1 1RC14B18124F  
Standard Number: M6785411RC14B18  
ACRN BF: Labor for PWS  
NWA/JON: 100000464910-0080

610007 1300217769 8345.39  
LLA :  
AW 1711106 1A2A 251 67854 067443 2D M67854 1RCBXH0912PR  
Standard Number: M6785411RCBXH09  
NWA: 100000475261-0090

610013 1300233117 74209.30  
LLA :  
BF 1711109 4633 252 67854 067443 2D 4633B1 1RC14B18124F  
Standard Number: M6785411RC14B18  
ACRN BF: ODCs for PWS  
NWA/JON: 100000464910-0080

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 128 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

MOD 20 Funding 930080.09  
Cumulative Funding 6532021.06

MOD 21

410020 1300241174 237385.18  
LLA :  
BG 1711109 4190 253 67854 067443 2D 419003 1RC1410511S0  
Standard Number: M6785411RC14105/AA  
NWA: 100000470475 CMIT  
labor for PWS

MOD 21 Funding 237385.18  
Cumulative Funding 6769406.24

MOD 22

410021 1300238069 225000.00  
LLA :  
BH 1711109 4633 251 67854 067443 2D 4633B1 1RC14927124F  
Standard Number: M6785411RC14927/AA  
NWA: 100000504335 ODTS  
LABOR TMC

410022 1300238069 235000.00  
LLA :  
BH 1711109 4633 251 67854 067443 2D 4633B1 1RC14927124F  
Standard Number: M6785411RC14927/AA  
NWA: 100000468538 0080  
LABOR MRC

410023 1300238069 754842.10  
LLA :  
BJ 1721109 4631 252 67854 067443 2D 463105 2RC2414211X6  
Standard Number: M9545012RC24124/AA  
NWA: 100000690884 0020  
LABOR BFT

610014 1300238069 70700.87  
LLA :  
BJ 1721109 4631 252 67854 067443 2D 463105 2RC2414211X6  
Standard Number: M9545012RC24124/AA  
NWA: 100000690884 0020  
ODCs BFT

MOD 22 Funding 1285542.97  
Cumulative Funding 8054949.21

MOD 23

410024 1300243725 45000.00  
LLA :  
AP 1791109 4633 310 67854 067443 2D 463305 9RC94605126G  
Standard Number: M6785409RC94605  
ACRN AP: Labor for PWS  
PR: 1300243725  
DOC: M6785409RC94605

410025 1300243725 30000.00  
LLA :  
AG 1701109 4633 251 67854 067443 2D 4633BS 0RC04863125V  
ACRN AG: Labor for PWS  
PR: 1300243725  
COST CODE: 0RC04863125V  
NWA/JON: 100000415216-0050

610001 1300213298 (45000.00)

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 129 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

LLA :  
AP 1791109 4633 310 67854 067443 2D 463305 9RC94605126G  
Standard Number: M6785409RC94605  
ACRN AP: ODCs for PWS  
PR#: 1300213298  
NWA/JON: 100000387876-0001

610003 1300213298 (30000.00)  
LLA :  
AG 1701109 4633 251 67854 067443 2D 4633BS 0RC04863125V  
Standard Number: 0RC04863125V  
ACRN AG: ODCs for PWS  
PR#: 1300213298  
NWA/JON: 100000415216-0050

MOD 23 Funding 0.00  
Cumulative Funding 8054949.21

MOD 24

410026 1300252462 120000.00  
LLA :  
BK 1711109 4631 252 67854 067443 2D 4631B1 2RC14K56114D  
Standard Number: M6785412RC14K56  
ACRN BK: Labor for PWS  
PR: 1300252462  
DOC: M6785412RC14K56  
COST CODE: 2RC14K56114D  
NWA: 100000690084-0070

410027 1300252462 273671.00  
LLA :  
BL 1711109 4633 251 67854 067443 2D 4633B1 1RC14927124F  
Standard Number: M6785411RC14927  
ACRN BL: Labor for PWS  
PR: 1300252462  
DOC: M6785411RC14927  
COST CODE: 1RC14927124F  
NWA: 100000504335-0DTS

410028 1300252462 103171.00  
LLA :  
BM 1711109 4633 251 67854 067443 2D 463327 2RC14J6312K1  
Standard Number: M6785412RC14J63  
ACRN BM: Labor for PWS  
PR: 1300252462  
DOC: M6785412RC14J63  
COST CODE: 2RC14J6312K1  
NWA: 100000582121-1DTS

410029 1300252462 67227.11  
LLA :  
BN 1711109 4747 252 67854 067443 2D 474713 1RC14C7512ZQ  
Standard Number: M6785411RC14C75  
ACRN BN: Labor for PWS  
PR: 1300252462  
DOC: M6785411RC14C75  
COST CODE: 1RC14C7512ZQ  
NWA: 10000050574-0010

610015 1300252462 10000.00  
LLA :  
BK 1711109 4631 252 67854 067443 2D 4631B1 2RC14K56114D  
Standard Number: M6785412RC14K56  
ACRN BK: ODC for PWS  
PR: 1300252462  
DOC: M6785412RC14K56  
COST CODE: 2RC14K56114D  
NWA: 100000690084-0070

610016 1300252462 20000.00

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 130 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

LLA :  
 BM 1711109 4633 251 67854 067443 2D 463327 2RC14J6312K1  
 Standard Number: M6785412RC14J63  
 ACRN BM: ODC for PWS  
 PR: 1300252462  
 DOC: M6785412RC14J63  
 COST CODE: 2RC14J6312K1  
 NWA: 100000582121-1DTS

MOD 24 Funding 594069.11  
 Cumulative Funding 8649018.32

MOD 25 Funding 0.00  
 Cumulative Funding 8649018.32

MOD 26

410030 1300256942 132574.32  
 LLA :  
 BP 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
 Standard Number: M9545012RC24455  
 NWA: 100000504335-1DTS  
 TASK TRTT

410031 1300256942 48195.83  
 LLA :  
 BP 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
 Standard Number: M9545012RC24455  
 NWA: 100000504397-2DTS  
 TASK MRC-142

410032 1300256942 115826.50  
 LLA :  
 BP 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
 Standard Number: M9545012RC24455  
 NWA: 100000504393-XCON  
 TASK EPLRS

MOD 26 Funding 296596.65  
 Cumulative Funding 8945614.97

MOD 27

410023 1300238069 (55000.00)  
 LLA :  
 BJ 1721109 4631 252 67854 067443 2D 463105 2RC2414211X6  
 Standard Number: M9545012RC24124/AA  
 NWA: 100000690884 0020  
 LABOR BFT

610014 1300238069 55000.00  
 LLA :  
 BJ 1721109 4631 252 67854 067443 2D 463105 2RC2414211X6  
 Standard Number: M9545012RC24124/AA  
 NWA: 100000690884 0020  
 ODCs BFT

MOD 27 Funding 0.00  
 Cumulative Funding 8945614.97

MOD 28

410019 1300233117 (6000.00)  
 LLA :  
 BF 1711109 4633 252 67854 067443 2D 4633B1 1RC14B18124F  
 Standard Number: M6785411RC14B18  
 ACRN BF: Labor for PWS  
 NWA/JON: 100000464910-0080

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 131 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

610013 1300233117 6000.00  
 LLA :  
 BF 1711109 4633 252 67854 067443 2D 4633B1 1RC14B18124F  
 Standard Number: M6785411RC14B18  
 ACRN BF: ODCs for PWS  
 NWA/JON: 100000464910-0080

610017 1300269135 9996.85  
 LLA :  
 BQ 1711109 4190 253 67854 067443 2D 419003 1RC1410511S0  
 Standard Number: M6785411RC14105  
 ACRN BQ: ODCs for PWS  
 NWA/JON: 100000463082-MANT

MOD 28 Funding 9996.85  
 Cumulative Funding 8955611.82

MOD 29

420001 1300272640 202053.46  
 LLA :  
 BR 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
 Standard Number: M9545012RC24455  
 ACRN BR: Labor for PWS  
 NWA/JON: 100000504393 XCON

420002 1300272640 266993.78  
 LLA :  
 BS 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
 Standard Number: M9545012RC24455  
 ACRN BS: Labor for PWS  
 NWA/JON: 100000504397 2DTS

420003 1300272640 827972.89  
 LLA :  
 BT 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
 Standard Number: 100000731337-0DTS  
 ACRN BT: Labor for PWS  
 NWA/JON: 100000731337-0DTS

420004 1300272640 807824.14  
 LLA :  
 BU 1721109 4634 252 67854 067443 2D 4634B1 2RC24407124I  
 Standard Number: M9545012RC24407  
 ACRN BU: Labor for PWS  
 NWA/JON: 100000464910-0140

420005 1300272640 84756.17  
 LLA :  
 BV 1711109 4190 253 67854 067443 2D 419003 1RC1410511S0  
 Standard Number: M6785411RC14015  
 ACRN BV: Labor for PWS  
 NWA/JON: 100000464773-MANT

620001 1300272640 120579.85  
 LLA :  
 BR 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
 Standard Number: M9545012RC24455  
 ACRN BR: ODCs for PWS  
 NWA/JON: 100000504393 XCON

620002 1300272640 116102.26  
 LLA :  
 BS 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
 Standard Number: M9545012RC24455  
 ACRN BS: ODCs for PWS  
 NWA/JON: 100000504397 2DTS

620003 1300272640 155345.30  
 LLA :  
 BT 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 132 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

Standard Number: M9545012RC24455  
ACRN BT: ODCs for PWS  
NWA/JON: 100000731337-0DTS

620004 1300272640 200109.14  
LLA :  
BU 1721109 4634 252 67854 067443 2D 4634B1 2RC24407124I  
Standard Number: M9545012RC24407  
ACRN BU: ODCs for PWS  
NWA/JON: 100000464910-0140

MOD 29 Funding 2781736.99  
Cumulative Funding 11737348.81

MOD 30

410014 1300223562 (65000.00)  
LLA :  
BA 1711109 2021 257 67854 067443 2D 202105 1RC12C9514T2  
Standard Number: N/A  
ACRN BA: Labor for PWS  
NWA/JON: 100000503528-0100

410019 1300233117 (10000.00)  
LLA :  
BF 1711109 4633 252 67854 067443 2D 4633B1 1RC14B18124F  
Standard Number: M6785411RC14B18  
ACRN BF: Labor for PWS  
NWA/JON: 100000464910-0080

410023 1300238069 (218000.00)  
LLA :  
BJ 1721109 4631 252 67854 067443 2D 463105 2RC2414211X6  
Standard Number: M9545012RC24124/AA  
NWA: 100000690884 0020  
LABOR BFT

410029 1300252462 (4000.00)  
LLA :  
BN 1711109 4747 252 67854 067443 2D 474713 1RC14C7512ZQ  
Standard Number: M6785411RC14C75  
ACRN BN: Labor for PWS  
PR: 1300252462  
DOC: M6785411RC14C75  
COST CODE: 1RC14C7512ZQ  
NWA: 10000050574-0010

410030 1300256942 (31000.00)  
LLA :  
BP 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
Standard Number: M9545012RC24455  
NWA: 100000504335-1DTS  
TASK TRTT

410031 1300256942 (48195.83)  
LLA :  
BP 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
Standard Number: M9545012RC24455  
NWA: 100000504397-2DTS  
TASK MRC-142

610002 1300213298 (21532.64)  
LLA :  
AH 1711109 4633 251 67854 067443 2D 463327 1RC1409012K1  
Standard Number: M6785411RC14090  
ACRN AH: ODCs for PWS  
PR#: 1300213298  
NWA/JON: 100000463406-0020

610003 1300213298 (7000.00)

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 133 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

LLA :  
AG 1701109 4633 251 67854 067443 2D 4633BS 0RC04863125V  
Standard Number: 0RC04863125V  
ACRN AG: ODCs for PWS  
PR#: 1300213298  
NWA/JON: 100000415216-0050

610005 1300213298 (3923.00)  
LLA :  
AU 1701109 4633 251 67854 067443 2D 4633BS 0RC04863125V  
Standard Number: M6785410RC04863  
ACRN AU: ODCs for PWS  
PR#: 1300213298  
NWA/JON: 100000415216-0050

610006 1300213298 (11000.00)  
LLA :  
AD 1701109 4633 251 67854 067443 2D 4633BS 0RC04860125V  
Standard Number: M675410RC04860  
ACRN AD: ODCs for PWS  
PR#: 1300213298  
NWA/JON: 100000419150-0010

610009 1300223562 (14000.00)  
LLA :  
AZ 1701109 4747 310 67854 067443 2D 4747BS 1RC04S23125W  
Standard Number: M67854-11-RC04S23  
ACRN AZ: ODCs for PWS  
NWA/JON: 100000496352-0010

610010 1300223562 (10000.00)  
LLA :  
BA 1711109 2021 257 67854 067443 2D 202105 1RC12C9514T2  
Standard Number: N/A  
ACRN BA: ODCs for PWS  
NWA/JON: 100000503528-0100

MOD 30 Funding -443651.47  
Cumulative Funding 11293697.34

MOD 31

420006 1300291256 40654.29  
LLA :  
BW 1711109 4631 252 67854 067443 2D 4631B1 2RC14K56114D  
Standard Number: M6785412RC14K56  
ACRN BW: LABOR FOR PWS  
PR: 1300291256  
DOC: M6785412RC14K56  
COST CODE: 2RC14K56114D  
NWA: 100000690884 0070

MOD 31 Funding 40654.29  
Cumulative Funding 11334351.63

MOD 32

420007 1300296225 40000.00  
LLA :  
BX 1711109 4631 252 67854 067443 2D 4631B1 2RC14K56114D  
Standard Number: M6785411RC14C75  
ACRN BX: Labor for PWS  
PR: 1300296225  
DOC: M6785411RC14C75  
COST CODE: 2RC14K56114D  
NWA: 100000505754 0010

MOD 32 Funding 40000.00  
Cumulative Funding 11374351.63

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 134 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

MOD 33

420008 1300298205 65000.00  
 LLA :  
 BY 1711109 2021 257 67854 067443 2D 202105 1RC12C9514T2  
 Standard Number: M6785411RC12C95  
 ACRN BY: Labor  
 PR: 1300298205  
 DOC:M6785411RC12C95  
 COST CODE:1RC12C9514T2  
 NWA: 100000503528 0010

420009 1300298205 10000.00  
 LLA :  
 BZ 1711109 4633 252 67854 067443 2D 4633B1 1RC14B18124F  
 Standard Number: M6785411RC14B18  
 ACRN BZ: Labor  
 PR: 1300298205  
 DOC: M6785411RC14B18  
 COST CODE: 1RC14B18124F  
 NWA: 100000464910 0080

420010 1300298205 218000.00  
 LLA :  
 CA 1721109 4631 252 67854 067443 2D 463105 2RC2414211X6  
 Standard Number: M9545012RC24142  
 ACRN CA: Labor  
 PR: 1300298205  
 DOC: M9545012RC24142  
 COST CODE: 2RC2414211X6  
 NWA: 100000690884 0020

620005 1300298205 10000.00  
 LLA :  
 BY 1711109 2021 257 67854 067443 2D 202105 1RC12C9514T2  
 Standard Number: M6785411RC12C95  
 ACRN BY: ODC  
 PR: 1300298205  
 DOC:M6785411RC12C95  
 COST CODE:1RC12C9514T2  
 NWA: 100000503528 0010

MOD 33 Funding 303000.00  
 Cumulative Funding 11677351.63

MOD 34

420011 1300303506 609507.23  
 LLA :  
 CB 1701109 4634 252 67854 067443 2D 463421 2RC04Z2812YO  
 Standard Number: M6785412RC04Z28  
 ACRN CB  
 PR: 1300303506  
 DOC: M6785412RC04Z28  
 COST CODE: 2RC04Z2812YO  
 NWA: 100000452660-MPTA

420012 1300303506 1305000.00  
 LLA :  
 CC 1721319 M7KC 252 67854 067443 2D C2276G 2RCR2EW2126Q  
 Standard Number: M9545012RCR2EW2  
 ACRN CC  
 PR: 1300303506  
 DOC: M9545012RCR2EW2  
 COST CODE: 2RCR2EW2126Q  
 NWA: 100000752659-MPTA

620006 1300303506 10000.00  
 LLA :  
 CB 1701109 4634 252 67854 067443 2D 463421 2RC04Z2812YO



CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 135 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

Standard Number: M6785412RC04Z28  
ACRN CB  
PR: 1300303506  
DOC: M6785412RC04Z28  
COST CODE: 2RC04Z2812YO  
NWA: 100000452660-MPTA

620007 1300303506 50000.00  
LLA :  
CC 1721319 M7KC 252 67854 067443 2D C2276G 2RCR2EW2126Q  
Standard Number: M9545012RCR2EW2  
ACRN CC  
PR: 1300303506  
DOC: M9545012RCR2EW2  
COST CODE: 2RCR2EW2126Q  
NWA: 100000752659-MPTA

MOD 34 Funding 1974507.23  
Cumulative Funding 13651858.86

MOD 35

420007 1300296225 (40000.00)  
LLA :  
BX 1711109 4631 252 67854 067443 2D 4631B1 2RC14K56114D  
Standard Number: M6785411RC14C75  
ACRN BX: Labor for PWS  
PR: 1300296225  
DOC: M6785411RC14C75  
COST CODE: 2RC14K56114D  
NWA: 100000505754 0010

620008 1300310354 40000.00  
LLA :  
BV 1711109 4190 253 67854 067443 2D 419003 1RC1410511S0  
Standard Number: M6785411RC14015  
ACRN BV: Labor for PWS NWA/JON: 100000464773-MANT

MOD 35 Funding 0.00  
Cumulative Funding 13651858.86

MOD 36

420005 1300272640 (40000.00)  
LLA :  
BV 1711109 4190 253 67854 067443 2D 419003 1RC1410511S0  
Standard Number: M6785411RC14015  
ACRN BV: Labor for PWS  
NWA/JON: 100000464773-MANT

MOD 36 Funding -40000.00  
Cumulative Funding 13611858.86

MOD 37

420013 1300326551 208000.00  
LLA :  
CD 1721109 4633 252 67854 067443 2D 4633B1 3RC24F36124F  
Standard Number: M9545013RC24F36  
ACRN CD: Labor for PWS  
PR: 1300326551  
DOC: M9545013RC24F36  
COST CODE: 3RC24F36124F  
NWA: 100000794659 0QNA

420014 1300326551 73934.00  
LLA :  
CE 1721109 4633 252 67854 067443 2D 4633B1 3RC24F36124F  
Standard Number: M9545013RC24F36

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 136 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

ACRN CE: Labor for PWS  
PR: 1300326551  
DOC: M9545013RC24F36  
COST CODE: 3RC24F36124F  
NWA: 100000804938 0QNA

420015 1300326551 56851.00  
LLA :  
CF 1721109 4633 252 67854 067443 2D 4633B1 3RC24F36124F  
Standard Number: M9545013RC24F36  
ACRN CF: Labor for PWS  
PR: 1300326551  
DOC: M9545013RC24F36  
COST CODE: 3RC24F36124F  
NWA: 100000804939 0QNA

420016 1300326551 77083.00  
LLA :  
CG 1721109 4633 252 67854 067443 2D 4633B1 3RC24F36124F  
Standard Number: M9545013RC24F36  
ACRN CG: Labor for PWS PR: 1300326551 DOC: M9545013RC24F36 COST CODE: 3RC24F36124F  
NWA: 100000804940 0QNA

420017 1300326551 160000.00  
LLA :  
CH 1731109 4631 252 67854 067443 2D 463100 3RC34119111N  
Standard Number: M9545013RC34119  
ACRN CH: Labor for PWS  
PR 1300326551  
DOC: M9545013RC34119  
COST CODE: 3RC34119111N  
NWA: 100000802587-0020

620001 1300272640 (30000.00)  
LLA :  
BR 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
Standard Number: M9545012RC24455  
ACRN BR: ODCs for PWS  
NWA/JON: 100000504393 XCON

620002 1300272640 (108000.00)  
LLA :  
BS 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
Standard Number: M9545012RC24455  
ACRN BS: ODCs for PWS  
NWA/JON: 100000504397 2DTS

MOD 37 Funding 437868.00  
Cumulative Funding 14049726.86

MOD 38

420018 1300329695 108000.00  
LLA :  
CJ 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
Standard Number: M9545012RC24455  
ACRN CJ: Labor for PWS  
PR: 1300329695  
DOC: M9545012RC24455  
COST CODE: 2RC2445512K1  
NWA: 100000504397-2DTS

420019 1300329695 30000.00  
LLA :  
CK 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
Standard Number: M9545012RC24455  
ACRN CK: Labor for PWS  
PR: 1300329695  
DOC: M9545012RC24455  
COST CODE: 2RC2445512K1  
NWA: 100000504393-XCON

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 137 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

MOD 38 Funding 138000.00  
Cumulative Funding 14187726.86

MOD 39

420020 1300336155 37312.00  
LLA :  
CL 1721319 M7KC 252 67854 067443 2D C2270D 3RCR2GF9123D  
Standard Number: M9545013RCR2GF9  
ACRN CL: Labor for PWS  
PR: 1300336155  
DOC: M9545013RCR2GF9  
COST CODE: 3RCR2GF9123D  
NWA: 100000814229-0QNA

420021 1300336155 128260.00  
LLA :  
CM 1731109 6520 252 67854 067443 2D 652000 3RC36236112T  
Standard Number: M9545013RC36236  
PR: 1300336155  
DOC: M9545013RC36236  
COST CODE: 3RC36236112T  
NWA: 100000810844-0QNA

420022 1300336155 21523.64  
LLA :  
CN 1711109 4633 251 67854 067443 2D 463327 1RC1409012K1  
Standard Number: M6785411RC14090  
ACRN CN: Labor for PWS  
PR: 1300336155  
DOC: M6785411RC14090  
COST CODE: 1RC1409012K1  
NWA: 100000463406-0020

420023 1300336155 34574.97  
LLA :  
CP 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
Standard Number: M9545012RC24455  
ACRN CP: Labor for PWS  
PR: 1300336155  
DOC: M9545012RC24455  
COST CODE: 2RC2445512K1  
NWA: 100000504335-1DTS

420024 1300336155 2660118.08  
LLA :  
CQ 1721109 4634 252 67854 067443 2D 4634B1 3RC24H91124I  
Standard Number: M9545013RC24H91  
ACRN CQ: Labor for PWS  
PR: 1300336155  
DOC: M9545013RC24H91  
COST CODE: 3RC24H91124I  
NWA: 100000464910-0170

420025 1300341663 62000.00  
LLA :  
CR 1721109 4631 252 67854 067443 2D 463123 3RC24J72112C  
Standard Number: M9545013RC24J72  
PR: 1300341663  
DOC: M9545013RC24J72  
COST CODE: 3RC24J72112C  
NWA: 100000823147-0020

420026 1300341663 70000.00  
LLA :  
CS 1721319 M7KC 252 67854 067443 2D C2270L 3RCR2GN8113J  
Standard Number: M9545013RCR2GN8  
ACRN CS: Labor for PWS  
PR: 1300341663  
DOC: M9545013RCR2GN8

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 138 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

COST CODE: 3RCR2GN8113J  
NWA: 100000788457-QNA1

MOD 39 Funding 3013788.69  
Cumulative Funding 17201515.55

MOD 40

410020 1300241174 (9000.00)  
LLA :  
BG 1711109 4190 253 67854 067443 2D 419003 1RC1410511S0  
Standard Number: M6785411RC14105/AA  
NWA: 100000470475 CMIT  
labor for PWS

420001 1300272640 28500.00  
LLA :  
BR 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
Standard Number: M9545012RC24455  
ACRN BR: Labor for PWS  
NWA/JON: 100000504393 XCON

420003 1300272640 133000.00  
LLA :  
BT 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
Standard Number: 100000731337-0DTS  
ACRN BT: Labor for PWS  
NWA/JON: 100000731337-0DTS

420027 1300339313 9000.00  
LLA :  
BG 1711109 4190 253 67854 067443 2D 419003 1RC1410511S0  
Standard Number: M6785411RC14105  
ACRN BG: LABOR FOR PWS  
PR: 13003 39313  
DOC: M6785411RC14105  
COST CODE: 1RC1410511S0  
NWA: 100000470475 CMIT

420028 1300339313 27944.79  
LLA :  
CT 1711109 4633 252 67854 067443 2D 4633B1 1RC14B18124F  
Standard Number: M6785411RC14B18  
ACRN CT: LABOR FOR PWS  
PR: 1300339313  
DOC: M6785411RC14B18  
COST CODE: 1RC14B18124F  
NWA: 100000464910-0080

620001 1300272640 (28500.00)  
LLA :  
BR 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
Standard Number: M9545012RC24455  
ACRN BR: ODCs for PWS  
NWA/JON: 100000504393 XCON

620003 1300272640 (133000.00)  
LLA :  
BT 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
Standard Number: M9545012RC24455  
ACRN BT: ODCs for PWS  
NWA/JON: 100000731337-0DTS

620009 1300339313 44102.32  
LLA :  
CT 1711109 4633 252 67854 067443 2D 4633B1 1RC14B18124F  
Standard Number: M6785411RC14B18  
ACRN CT: ODC FOR PWS  
PR: 1300339313 DOC: M6785411RC14B18 COST CODE: 1RC14B18124F NWA: 100000464910-0080

620010 1300339313 312716.89

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 139 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

LLA :  
CU 1721109 4634 252 67854 067443 2D 4634B1 2RC24982124I  
Standard Number: M9545012RC24982  
ACRN CU: ODC for PWS  
PR: 1300339313  
DOC: M9545012RC24982  
COST CODE: 2RC24982124I  
NWA: 100000743089-0010

MOD 40 Funding 384764.00  
Cumulative Funding 17586279.55

MOD 41

410028 1300252462 (36592.16)  
LLA :  
BM 1711109 4633 251 67854 067443 2D 463327 2RC14J6312K1  
Standard Number: M6785412RC14J63  
ACRN BM: Labor for PWS  
PR: 1300252462  
DOC: M6785412RC14J63  
COST CODE: 2RC14J6312K1  
NWA: 100000582121-1DTS

420012 1300303506 (291153.46)  
LLA :  
CC 1721319 M7KC 252 67854 067443 2D C2276G 2RCR2EW2126Q  
Standard Number: M9545012RCR2EW2  
ACRN CC  
PR: 1300303506  
DOC: M9545012RCR2EW2  
COST CODE: 2RCR2EW2126Q  
NWA: 100000752659-MPTA

420014 1300326551 134320.11  
LLA :  
CE 1721109 4633 252 67854 067443 2D 4633B1 3RC24F36124F  
Standard Number: M9545013RC24F36  
ACRN CE: Labor for PWS  
PR: 1300326551  
DOC: M9545013RC24F36  
COST CODE: 3RC24F36124F  
NWA: 100000804938 0QNA

420020 1300336155 (11000.00)  
LLA :  
CL 1721319 M7KC 252 67854 067443 2D C2270D 3RCR2GF9123D  
Standard Number: M9545013RCR2GF9  
ACRN CL: Labor for PWS  
PR: 1300336155  
DOC: M9545013RCR2GF9  
COST CODE: 3RCR2GF9123D  
NWA: 100000814229-0QNA

610016 1300252462 (14043.63)  
LLA :  
BM 1711109 4633 251 67854 067443 2D 463327 2RC14J6312K1  
Standard Number: M6785412RC14J63  
ACRN BM: ODC for PWS  
PR: 1300252462  
DOC: M6785412RC14J63  
COST CODE: 2RC14J6312K1  
NWA: 100000582121-1DTS

MOD 41 Funding -218469.14  
Cumulative Funding 17367810.41

MOD 42

430001 1300361721 314286.00

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 140 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

LLA :  
CV 1731319 M7KC 252 67854 067443 2D C22760 3RCR3CB9113Q  
Standard Number: M9545013RCR3CB9  
EXPIRATION: 9/30/2014  
NWA: 100000822077-0010  
COST CODE: 3RCR3CB9113Q  
PR: 1300361721

430002 1300361721 80933.96  
LLA :  
CW 1731109 4633 252 67854 067443 2D 463300 3RC345161110  
Standard Number: M9545013RC34516  
EXPIRATION DATE: 9/30/2015  
NWA: 100000834976-2CTR  
COST CODE: 3RC345161110  
PR: 1300361721

430003 1300361721 228000.00  
LLA :  
CX 1731109 4631 252 67854 067443 2D 463100 3RC34096111N  
Standard Number: M9545013RC34096  
EXPIRATION DATE: 9/30/2015  
NWA: 100000804904-QNA1  
COST CODE: 3RC34096111N  
PR: 1300361721

430004 1300361721 1701121.88  
LLA :  
CY 1731109 4634 252 67854 067443 2D 4634SB 3RC34655111Q  
Standard Number: M9545013RC34655  
EXPIRATION DATE: 9/30/2015  
NWA: 100000464910-0190  
COST CODE: 3RC34655111Q  
PR: 1300361721

430005 1300361721 339798.60  
LLA :  
CZ 1731109 4634 252 67854 067443 2D 463400 3RC34413111R  
Standard Number: M9545013RC34413  
EXPIRATION DATE: 9/30/2015  
NWA: 100000469910-0180  
COST CODE: 3RC34413111R  
PR: 1300361721

630001 1300361721 50280.24  
LLA :  
CW 1731109 4633 252 67854 067443 2D 463300 3RC345161110  
Standard Number: M9545013RC34516  
EXPIRATION DATE: 9/30/2015  
NWA: 100000834976-2CTR  
COST CODE: 3RC345161110  
PR: 1300361721

630002 1300361721 12000.00  
LLA :  
CX 1731109 4631 252 67854 067443 2D 463100 3RC34096111N  
Standard Number: M9545013RC34096  
EXPIRATION DATE: 9/30/2015  
NWA: 100000804904-QNA1  
COST CODE: 3RC34096111N  
PR: 1300361721

630003 1300361721 19779.53  
LLA :  
CY 1731109 4634 252 67854 067443 2D 4634SB 3RC34655111Q  
Standard Number: M9545013RC34655  
EXPIRATION DATE: 9/30/2015  
NWA: 100000464910-0190  
COST CODE: 3RC34655111Q  
PR: 1300361721

630004 1300361721 60201.40

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 141 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

LLA :  
CZ 1731109 4634 252 67854 067443 2D 463400 3RC34413111R  
Standard Number: M9545013RC34413  
EXPIRATION DATE: 9/30/2015  
NWA: 100000469910-0180  
COST CODE: 3RC34413111R  
PR: 1300361721

MOD 42 Funding 2806401.61  
Cumulative Funding 20174212.02

MOD 43

420003 1300272640 (30000.00)  
LLA :  
BT 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
Standard Number: 100000731337-0DTS  
ACRN BT: Labor for PWS  
NWA/JON: 100000731337-0DTS

420004 1300272640 (30000.00)  
LLA :  
BU 1721109 4634 252 67854 067443 2D 4634B1 2RC24407124I  
Standard Number: M9545012RC24407  
ACRN BU: Labor for PWS  
NWA/JON: 100000464910-0140

420009 1300298205 (10000.00)  
LLA :  
BZ 1711109 4633 252 67854 067443 2D 4633B1 1RC14B18124F  
Standard Number: M6785411RC14B18  
ACRN BZ: Labor  
PR: 1300298205  
DOC: M6785411RC14B18  
COST CODE: 1RC14B18124F  
NWA: 100000464910 0080

420014 1300326551 (134320.00)  
LLA :  
CE 1721109 4633 252 67854 067443 2D 4633B1 3RC24F36124F  
Standard Number: M9545013RC24F36  
ACRN CE: Labor for PWS  
PR: 1300326551  
DOC: M9545013RC24F36  
COST CODE: 3RC24F36124F  
NWA: 100000804938 0QNA

420024 1300336155 (300000.00)  
LLA :  
CQ 1721109 4634 252 67854 067443 2D 4634B1 3RC24H91124I  
Standard Number: M9545013RC24H91  
ACRN CQ: Labor for PWS  
PR: 1300336155  
DOC: M9545013RC24H91  
COST CODE: 3RC24H91124I  
NWA: 100000464910-0170

620004 1300272640 (12897.68)  
LLA :  
BU 1721109 4634 252 67854 067443 2D 4634B1 2RC24407124I  
Standard Number: M9545012RC24407  
ACRN BU: ODCs for PWS  
NWA/JON: 100000464910-0140

620009 1300339313 (44102.32)  
LLA :  
CT 1711109 4633 252 67854 067443 2D 4633B1 1RC14B18124F  
Standard Number: M6785411RC14B18  
ACRN CT: ODC FOR PWS  
PR: 1300339313 DOC: M6785411RC14B18 COST CODE: 1RC14B18124F NWA: 100000464910-0080

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 142 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

MOD 43 Funding -561320.00  
Cumulative Funding 19612892.02

MOD 44

430006 1300363642 175000.00  
LLA :  
DA 1721109 4652 252 67854 067443 2D 4652B1 3RC24L23124P  
Standard Number: M9545013RC24L23  
NWA #100000839639-2QNA

430007 1300365407 16725.84  
LLA :  
CW 1731109 4633 252 67854 067443 2D 463300 3RC345161110  
Standard Number: M9545013RC34516  
NWA #100000834973-4CTR

630005 1300365407 9173.03  
LLA :  
CW 1731109 4633 252 67854 067443 2D 463300 3RC345161110  
Standard Number: M9545013RC34516  
NWA #100000834973 4CTR

MOD 44 Funding 200898.87  
Cumulative Funding 19813790.89

MOD 45

430008 1300371470 291153.46  
LLA :  
DB 1721319 M7KC 252 67854 067443 2D C2276G 2RCR2EW2126Q

430009 1300371470 10000.00  
LLA :  
DC 1711109 4633 252 67854 067443 2D 4633B1 1RC14B18124F

430010 1300371470 300000.00  
LLA :  
DD 1721109 4634 252 67854 067443 2D 4634B1 3RC24H91124I

430011 1300371470 210000.00  
LLA :  
DE 1731109 6520 252 67854 067443 2D 652000 3RC36236112T

430012 1300371470 282000.00  
LLA :  
DF 1731109 2021 252 67854 067443 2D 202100 3RC328151710

630009 1300371470 44102.32  
LLA :  
DC 1711109 4633 252 67854 067443 2D 4633B1 1RC14B18124F

630011 1300371470 15000.00  
LLA :  
DE 1731109 6520 252 67854 067443 2D 652000 3RC36236112T

630012 1300371470 15000.00  
LLA :  
DF 1731109 2021 252 67854 067443 2D 202100 3RC328151710

630013 1300371470 6040.36  
LLA :  
DG 1711109 4633 253 67854 067443 2D 4633B1 1RC14984124F

630014 1300371470 42897.68  
LLA :  
DH 1721109 4634 252 67854 067443 2D 4634B1 2RC24407124I

MOD 45 Funding 1216193.82



CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 143 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

Cumulative Funding 21029984.71

MOD 46

410028 1300252462 (20000.00)  
 LLA :  
 BM 1711109 4633 251 67854 067443 2D 463327 2RC14J6312K1  
 Standard Number: M6785412RC14J63  
 ACRN BM: Labor for PWS  
 PR: 1300252462  
 DOC: M6785412RC14J63  
 COST CODE: 2RC14J6312K1  
 NWA: 100000582121-1DTS

420013 1300326551 (10000.00)  
 LLA :  
 CD 1721109 4633 252 67854 067443 2D 4633B1 3RC24F36124F  
 Standard Number: M9545013RC24F36  
 ACRN CD: Labor for PWS  
 PR: 1300326551  
 DOC: M9545013RC24F36  
 COST CODE: 3RC24F36124F  
 NWA: 100000794659 0QNA

420024 1300336155 (50000.00)  
 LLA :  
 CQ 1721109 4634 252 67854 067443 2D 4634B1 3RC24H91124I  
 Standard Number: M9545013RC24H91  
 ACRN CQ: Labor for PWS  
 PR: 1300336155  
 DOC: M9545013RC24H91  
 COST CODE: 3RC24H91124I  
 NWA: 100000464910-0170

420028 1300339313 (3120.03)  
 LLA :  
 CT 1711109 4633 252 67854 067443 2D 4633B1 1RC14B18124F  
 Standard Number: M6785411RC14B18  
 ACRN CT: LABOR FOR PWS  
 PR: 1300339313  
 DOC: M6785411RC14B18  
 COST CODE: 1RC14B18124F  
 NWA: 100000464910-0080

430002 1300361721 (20000.00)  
 LLA :  
 CW 1731109 4633 252 67854 067443 2D 463300 3RC345161110  
 Standard Number: M9545013RC34516  
 EXPIRATION DATE: 9/30/2015  
 NWA: 100000834976-2CTR  
 COST CODE: 3RC345161110  
 PR: 1300361721

430013 1300383585 30000.00  
 LLA :  
 DJ 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
 Standard Number: M9545012RC24455

430014 1300383585 300000.00  
 LLA :  
 DK 1731109 4634 252 67854 067443 2D 463400 3RC34765111R  
 Standard Number: M9545013RC34765

620008 1300310354 (8000.00)  
 LLA :  
 BV 1711109 4190 253 67854 067443 2D 419003 1RC1410511S0  
 Standard Number: M6785411RC14015  
 ACRN BV: Labor for PWS NWA/JON: 100000464773-MANT

630001 1300361721 20000.00  
 LLA :  
 CW 1731109 4633 252 67854 067443 2D 463300 3RC345161110

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 144 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

Standard Number: M9545013RC34516  
EXPIRATION DATE: 9/30/2015  
NWA: 100000834976-2CTR  
COST CODE: 3RC345161110  
PR: 1300361721

MOD 46 Funding 238879.97  
Cumulative Funding 21268864.68

MOD 47

430003 1300361721 (20000.00)  
LLA :  
CX 1731109 4631 252 67854 067443 2D 463100 3RC34096111N  
Standard Number: M9545013RC34096  
EXPIRATION DATE: 9/30/2015  
NWA: 100000804904-QNA1  
COST CODE: 3RC34096111N  
PR: 1300361721

430007 1300365407 40000.00  
LLA :  
CW 1731109 4633 252 67854 067443 2D 463300 3RC345161110  
Standard Number: M9545013RC34516  
NWA #100000834973-4CTR

430015 1300392881 189500.00  
LLA :  
DL 1731109 2021 252 67854 067443 2D 202100 3RC328151710  
Standard Number: M9545013RC32815  
ACRN DL Labor for PWS  
PR 1300392881  
DOC M9545013RC32815  
COST CODE: 3RC328151710  
NWA 100000851841-0QNA

430016 1300392881 86319.80  
LLA :  
DM 1741109 4631 252 67854 067443 2D 463100 4RC44095111N  
Standard Number: M9545014RC44095  
ACRN DM Labor for PWS  
PR 1300392881  
DOC M9545014RC44095  
COST CODE: 4RC44095111N  
NWA 100000899752-0010

430017 1300395098 17045.33  
LLA :  
DN 1721109 4633 252 67854 067443 2D 4633B1 3RC24F36124F  
Standard Number: M9545013RC24F36  
ACRN DN  
PR 1300395098  
DOC M9545013RC24F36  
COST CODE 3RC24F36124F  
NWA 100000804938-0QNA

430018 1300395098 11379.14  
LLA :  
DP 1721109 4652 252 67854 067443 2D 4652B1 4RC24N90124P  
Standard Number: M9545014RC24N90  
ACRN DP  
PR 1300395098  
DOC M9545014RC24N90  
COST CODE 4RC24N90124P  
NWA 100000903282-0QNA

430019 1731109 4652 252 67854 394880.00  
LLA :  
DQ 1731109 4652 252 67854 067443 2D 4652SB 4RC34C08111X  
Standard Number: M9545014RC34C08  
ACRN DQ

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 145 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

PR 1300395098  
DOC M9545014RC34C08  
COST CODE 4RC34C08111X  
NWA 100000903282-QC08

630001 1300361721 (40000.00)  
LLA :  
CW 1731109 4633 252 67854 067443 2D 463300 3RC345161110  
Standard Number: M9545013RC34516  
EXPIRATION DATE: 9/30/2015  
NWA: 100000834976-2CTR  
COST CODE: 3RC345161110  
PR: 1300361721

630002 1300361721 20000.00  
LLA :  
CX 1731109 4631 252 67854 067443 2D 463100 3RC34096111N  
Standard Number: M9545013RC34096  
EXPIRATION DATE: 9/30/2015  
NWA: 100000804904-QNA1  
COST CODE: 3RC34096111N  
PR: 1300361721

630015 1300392881 2861.00  
LLA :  
DL 1731109 2021 252 67854 067443 2D 202100 3RC328151710  
Standard Number: M9545013RC32815  
ACRN DL Labor for PWS  
PR 1300392881  
DOC M9545013RC32815  
COST CODE: 3RC328151710  
NWA 100000851841-0QNA

630016 13003395098 32770.00  
LLA :  
DQ 1731109 4652 252 67854 067443 2D 4652SB 4RC34C08111X  
Standard Number: M9545014RC34C08  
ACRN DQ  
PR 1300395098  
DOC M9545014RC34C08  
COST CODE 4RC34C08111X  
NWA 100000903282-QC08

MOD 47 Funding 734755.27  
Cumulative Funding 22003619.95

MOD 48

430020 1300397690 229556.00  
LLA :  
DR 1731109 6520 252 67854 067443 2D 652000  
Standard Number: M9545013RC36236  
ACRN DR  
PR# 1300397690  
Doc M9545013RC36236

430021 1300397690 811002.00  
LLA :  
DS 1731319 M7KC 252 67854 067443 2D C22760  
Standard Number: M9545014RCR3FB7

630017 1300397690 3000.00  
LLA :  
DR 1731109 6520 252 67854 067443 2D 652000  
Standard Number: M9545013RC36236

630018 1300397690 90000.00  
LLA :  
DS 1731319 M7KC 252 67854 067443 2D C22760  
Standard Number: M9545014RCR3FB7

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 146 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

MOD 48 Funding 1133558.00  
Cumulative Funding 23137177.95

MOD 49

430002 1300361721 40000.00  
LLA :  
CW 1731109 4633 252 67854 067443 2D 463300 3RC345161110  
Standard Number: M9545013RC34516  
EXPIRATION DATE: 9/30/2015  
NWA: 100000834976-2CTR  
COST CODE: 3RC345161110  
PR: 1300361721

430007 1300365407 (40000.00)  
LLA :  
CW 1731109 4633 252 67854 067443 2D 463300 3RC345161110  
Standard Number: M9545013RC34516  
NWA #100000834973-4CTR

430016 1300392881 (4000.00)  
LLA :  
DM 1741109 4631 252 67854 067443 2D 463100 4RC44095111N  
Standard Number: M9545014RC44095  
ACRN DM Labor for PWS  
PR 1300392881  
DOC M9545014RC44095  
COST CODE: 4RC44095111N  
NWA 100000899752-0010

630019 1300404062 4000.00  
LLA :  
DM 1741109 4631 252 67854 067443 2D 463100 4RC44095111N  
Standard Number: M9545014RC44095  
ACRN: DM  
PR: 1300404062  
Document: M9545014RC44095  
Cost Code: 4RC44095111N

MOD 49 Funding 0.00  
Cumulative Funding 23137177.95

MOD 50

400002 1300173972 (1122.62)  
LLA :  
AB 17 0 1109 4633 251 67854 067443 2D 463327  
COST CODE: ORC04C2212K1  
DOC#: M6785410RC04C22 / AA

400012 1300195547 (925.11)  
LLA :  
AM 9790350 27B0 310 67854 0 067443 2D 1009S8 ORC0023512Y1  
Standard Number: M6785410RC00235

410022 1300238069 (18000.00)  
LLA :  
BH 1711109 4633 251 67854 067443 2D 4633B1 1RC14927124F  
Standard Number: M6785411RC14927/AA  
NWA: 100000468538 0080  
LABOR MRC

600002 1300173972 (119.18)  
LLA :  
AD 17 0 1109 4633 251 67854 067443 2D 4633BS  
COST CODE: ORC04860125V  
DOC#: M6785410RC04860 / AA

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4096	V702	64	147 of 165	

600004 1300182817 (597.47)

LLA :

AG 17 0 1109 4633 251 67854 0 067443 2D 4633BS

COST CODE: 0RC04863125V

DOC#: M6785410RC04863 / AA

600005 1300185487 (142.38)

LLA :

AH 17 1 1109 4633 251 67854 0 067443 2D 463327

COST CODE: 1RC1409012K1

DOC#: M6785411RC14090 / AA

610001 1300213298 (4790.25)

LLA :

AP 1791109 4633 310 67854 067443 2D 463305 9RC94605126G

Standard Number: M6785409RC94605

ACRN AP: ODCs for PWS

PR#: 1300213298

NWA/JON: 100000387876-0001

610003 1300213298 (1247.98)

LLA :

AG 1701109 4633 251 67854 067443 2D 4633BS 0RC04863125V

Standard Number: 0RC04863125V

ACRN AG: ODCs for PWS

PR#: 1300213298

NWA/JON: 100000415216-0050

610006 1300213298 (12869.74)

LLA :

AD 1701109 4633 251 67854 067443 2D 4633BS 0RC04860125V

Standard Number: M675410RC04860

ACRN AD: ODCs for PWS

PR#: 1300213298

NWA/JON: 100000419150-0010

610008 1300222021 (5552.75)

LLA :

AY 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ311RRKV3

Standard Number: N6133111rx00067

ACRN AY: ODCs for PWS

NWA/JON: 100000475261-0100

610009 1300223562 (3349.67)

LLA :

AZ 1701109 4747 310 67854 067443 2D 4747BS 1RC04S23125W

Standard Number: M67854-11-RC04S23

ACRN AZ: ODCs for PWS

NWA/JON: 100000496352-0010

610010 1300223562 (7062.06)

LLA :

BA 1711109 2021 257 67854 067443 2D 202105 1RC12C9514T2

Standard Number: N/A

ACRN BA: ODCs for PWS

NWA/JON: 100000503528-0100

610012 1300223458 (6810.71)

LLA :

BB 1711804 5C6C 252 00039 0 050120 2D 000000 A00000856028

Standard Number: N0003911WX03173

NWA #BS-001411.0206010115

610013 1300233117 (19756.81)

LLA :

BF 1711109 4633 252 67854 067443 2D 4633B1 1RC14B18124F

Standard Number: M6785411RC14B18

ACRN BF: ODCs for PWS

NWA/JON: 100000464910-0080

MOD 50 Funding -82346.73

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 148 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

Cumulative Funding 23054831.22

MOD 51

410030 1300256942 (30000.00)  
 LLA :  
 BP 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
 Standard Number: M9545012RC24455  
 NWA: 100000504335-1DTS  
 TASK TRTT

410032 1300256942 (4000.00)  
 LLA :  
 BP 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
 Standard Number: M9545012RC24455  
 NWA: 100000504393-XCON  
 TASK EPLRS

420011 1300303506 (19584.53)  
 LLA :  
 CB 1701109 4634 252 67854 067443 2D 463421 2RC04Z2812YO  
 Standard Number: M6785412RC04Z28  
 ACRN CB  
 PR: 1300303506  
 DOC: M6785412RC04Z28  
 COST CODE: 2RC04Z2812YO  
 NWA: 100000452660-MPTA

420012 1300303506 (9200.32)  
 LLA :  
 CC 1721319 M7KC 252 67854 067443 2D C2276G 2RCR2EW2126Q  
 Standard Number: M9545012RCR2EW2  
 ACRN CC  
 PR: 1300303506  
 DOC: M9545012RCR2EW2  
 COST CODE: 2RCR2EW2126Q  
 NWA: 100000752659-MPTA

420016 1300326551 (4035.88)  
 LLA :  
 CG 1721109 4633 252 67854 067443 2D 4633B1 3RC24F36124F  
 Standard Number: M9545013RC24F36  
 ACRN CG: Labor for PWS PR: 1300326551 DOC: M9545013RC24F36 COST CODE: 3RC24F36124F  
 NWA: 100000804940 QNA

420018 1300329695 (10000.00)  
 LLA :  
 CJ 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
 Standard Number: M9545012RC24455  
 ACRN CJ: Labor for PWS  
 PR: 1300329695  
 DOC: M9545012RC24455  
 COST CODE: 2RC2445512K1  
 NWA: 100000504397-2DTS

420023 1300336155 (9949.91)  
 LLA :  
 CP 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
 Standard Number: M9545012RC24455  
 ACRN CP: Labor for PWS  
 PR: 1300336155  
 DOC: M9545012RC24455  
 COST CODE: 2RC2445512K1  
 NWA: 100000504335-1DTS

610015 1300252462 (6672.70)  
 LLA :  
 BK 1711109 4631 252 67854 067443 2D 4631B1 2RC14K56114D  
 Standard Number: M6785412RC14K56  
 ACRN BK: ODC for PWS  
 PR: 1300252462  
 DOC: M6785412RC14K56

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 149 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

COST CODE: 2RC14K56114D  
NWA: 100000690084-0070

620001 1300272640 (13000.00)  
LLA :  
BR 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
Standard Number: M9545012RC24455  
ACRN BR: ODCs for PWS  
NWA/JON: 100000504393 XCON

620002 1300272640 (1172.29)  
LLA :  
BS 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
Standard Number: M9545012RC24455  
ACRN BS: ODCs for PWS  
NWA/JON: 100000504397 2DTS

620003 1300272640 (2040.24)  
LLA :  
BT 1721109 4633 252 67854 067443 2D 463327 2RC2445512K1  
Standard Number: M9545012RC24455  
ACRN BT: ODCs for PWS  
NWA/JON: 100000731337-0DTS

620004 1300272640 (47062.64)  
LLA :  
BU 1721109 4634 252 67854 067443 2D 4634B1 2RC24407124I  
Standard Number: M9545012RC24407  
ACRN BU: ODCs for PWS  
NWA/JON: 100000464910-0140

620006 1300303506 (3536.92)  
LLA :  
CB 1701109 4634 252 67854 067443 2D 463421 2RC04Z2812YO  
Standard Number: M6785412RC04Z28  
ACRN CB  
PR: 1300303506  
DOC: M6785412RC04Z28  
COST CODE: 2RC04Z2812YO  
NWA: 100000452660-MPTA

620010 1300339313 (2283.34)  
LLA :  
CU 1721109 4634 252 67854 067443 2D 4634B1 2RC24982124I  
Standard Number: M9545012RC24982  
ACRN CU: ODC for PWS  
PR: 1300339313  
DOC: M9545012RC24982  
COST CODE: 2RC24982124I  
NWA: 100000743089-0010

MOD 51 Funding -162538.77  
Cumulative Funding 22892292.45

MOD 52

430021 1300397690 45000.00  
LLA :  
DS 1731319 M7KC 252 67854 067443 2D C22760  
Standard Number: M9545014RCR3FB7

430022 1300412871 50000.00  
LLA :  
DT 1741319 M7KC 252 67854 067443 2D C22760  
Standard Number: M9545014RCR4CA9  
Doc No.: M9545014RCR4CA9  
NWA: 100000922263-MPTA  
COST CODE: 4RCR4CA9113Q  
CIN 130041287100001

630018 1300397690 (45000.00)

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 150 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

LLA :  
DS 1731319 M7KC 252 67854 067443 2D C22760  
Standard Number: M9545014RCR3FB7

MOD 52 Funding 50000.00  
Cumulative Funding 22942292.45

MOD 53

430023 1300415960 324428.10  
LLA :  
DU 1741109 2021 252 67854 067443 2D 202100 4RC424651710  
Standard Number: M9545013RC42465  
Doc #: M9545013RC42465  
Cost Code: 4RC424651710  
PR: 1300415960  
NWA: 100000929711-1QNA

430024 1300415960 68238.42  
LLA :  
DV 1741319 M7KC 252 67854 067443 2D C22700 4RCR4AZ7113T  
Standard Number: M9545014RC4AZ7  
Doc #: M9545014RC4AZ7  
Cost Code: 4RCR4AZ7113T  
NWA: 100000899753-0020

MOD 53 Funding 392666.52  
Cumulative Funding 23334958.97

MOD 54

430023 1300415960 (7000.00)  
LLA :  
DU 1741109 2021 252 67854 067443 2D 202100 4RC424651710  
Standard Number: M9545013RC42465  
Doc #: M9545013RC42465  
Cost Code: 4RC424651710  
PR: 1300415960  
NWA: 100000929711-1QNA

430025 1300424673 8771.66  
LLA :  
DW 1721109 4633 252 67854 067443 2D 4633B1 3RC24F36124F  
Standard Number: M9545013RC24F36  
Doc #: M9545013RC24F36  
Cost Code: 3RC24F36124F  
NWA: 100000794659-0QNA  
Funds Exp: 30 Sep 2014  
PR: 1300424673

430026 1300426036 33000.00  
LLA :  
DE 1731109 6520 252 67854 067443 2D 652000 3RC36236112T  
Standard Number: M9545013RC36236  
Doc #: M9545013RC36236  
Cost Code: 3RC36236112T  
NWA: 100000810844 0QNA  
Funds Exp: 30 Sep 2014  
PR: 1300426036

630020 1300426036 7000.00  
LLA :  
DU 1741109 2021 252 67854 067443 2D 202100 4RC424651710  
Standard Number: M9545013RC42465  
Doc #: M9545013RC42465  
Cost Code: 4RC424651710  
NWA: 100000929711-1QNA

630021 1300424673 3815.24  
LLA :



CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 151 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

DX 1721109 4633 252 67854 067443 2D 4633B1 3RC24F36124F  
Standard Number: M9545013RC24F36  
Doc #: M9545013RC24F36  
Cost Code: 3RC24F36124F  
NWA: 100000794659-0QNA  
Funds Exp: 30 Sep 2014  
PR: 1300424673

MOD 54 Funding 45586.90  
Cumulative Funding 23380545.87

MOD 55

430027 1300428982 49450.59  
LLA :  
DY 1731109 6520 252 67854 067443 2D 652000  
Standard Number: M9545013RC36236  
Doc No.: M9545013RC36236  
Cost Code: 3RC36236112T  
Funds Exp: 30 Sept 2015  
NWA: 100000810844-0QNA  
CIN 130042898200001  
PR 1300428982

430028 1300428982 35000.00  
LLA :  
DZ 1741109 4631 252 67854 067443 2D 463100 4RC44685111N  
Standard Number: M9545014RC44685  
Doc No.: M9545014RC44685  
Cost Code: 4RC44685111N  
Funds Exp: 30 Sept 2016  
NWA: 100000923551-0030  
CIN 130042898200002  
PR 1300428982

MOD 55 Funding 84450.59  
Cumulative Funding 23464996.46

MOD 56

440001 1300429413 698190.27  
LLA :  
EA 1741109 2021 252 67854 067443 2D 202100 4RC426711710  
Standard Number: M9545014RC42671  
Doc No: M9545014RC42671  
Cost Code: 4RC426711710  
Exp: Sep 30, 2016  
NWA: 100000851841-AVP2  
PR: 1300429413

440002 1300429413 17282.39  
LLA :  
EB 1721109 4633 252 67854 067443 2D 4633B1 3RC24F36124F  
Standard Number: M9545013RC24F36  
Doc No: M9545013RC24F36  
Cost Code: 3RC24F36124F  
Exp Date: Sep 30, 2014  
NWA: 100000794659-0QNA  
PR: 1300429413

440003 1300429413 193090.00  
LLA :  
EC 1741319 M7KC 252 67854 067443 2D C22700 4RCR4AZ7113T  
Standard Number: M9545014RCR4AZ7  
Doc No: M9545014RCR4AZ7  
Cost Code: 4RCR4AZ7113T  
NWA: 100000899753 0020  
Exp: Sep 30, 2015  
PR: 1300429413

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4096	V702	64	152 of 165	

440004 1300429413 270000.00  
 LLA :  
 ED 1741109 4631 252 67854 067443 2D 463100 4RC44685111N  
 Standard Number: M9545014RC44685  
 Doc No: M9545014RC44685  
 Cost Code: 4RC44685111N  
 NWA: 100000923551 0030  
 Exp: Sep 30, 2016  
 PR: 1300429413

440005 1300429413 26427.09  
 LLA :  
 EE 1731109 4634 252 67854 067443 2D 4634SB 3RC34A30111Q  
 Standard Number: M9545013RC34A30  
 Doc No: M9545013RC34A30  
 Cost Code: 3RC34A30111Q  
 NWA: 100000901445-QNA1  
 Exp Date: Sep 30, 2015  
 PR: 1300429413

440006 1300429413 47062.64  
 LLA :  
 EF 1721109 4634 252 67854 067443 2D 4634B1 2RC24407124I  
 Standard Number: M9545012RC24407  
 Doc No: M9545012RC24407  
 Cost Code: 2RC24407124I  
 NWA: 100000464910-0140  
 Exp Date: Sep 30, 2014  
 PR: 1300429413

440007 1300429413 164085.76  
 LLA :  
 EG 1741109 4634 252 67854 067443 2D 463400 4RC44838111R  
 Standard Number: M9545014RC44838  
 Doc No: M9545014RC44838  
 Cost Code: 4RC44838111R  
 NWA: 100000901445-V702  
 Exp Date: Sep 30, 2016  
 PR: 1300429413

640001 1300429413 96962.51  
 LLA :  
 EA 1741109 2021 252 67854 067443 2D 202100 4RC426711710  
 Standard Number: M9545014RC42671  
 Doc No: M9545014RC42671  
 Cost Code: 4RC426711710  
 Exp: Sep 30, 2016  
 NWA: 100000851841-AVP2  
 PR: 1300429413

640002 1300429413 6669.69  
 LLA :  
 EB 1721109 4633 252 67854 067443 2D 4633B1 3RC24F36124F  
 Standard Number: M9545013RC24F36  
 Doc No: M9545013RC24F36  
 Cost Code: 3RC24F36124F  
 Exp Date: Sep 30, 2014  
 NWA: 100000794659-0QNA  
 PR: 1300429413

640003 1300429413 30000.00  
 LLA :  
 ED 1741109 4631 252 67854 067443 2D 463100 4RC44685111N  
 Standard Number: M9545014RC44685  
 Doc No: M9545014RC44685  
 Cost Code: 4RC44685111N  
 NWA: 100000923551 0030  
 Exp: Sep 30, 2016  
 PR: 1300429413

640004 1300429413 6087.03  
 LLA :

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 153 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

EG 1741109 4634 252 67854 067443 2D 463400 4RC44838111R  
Standard Number: M9545014RC44838  
Doc No: M9545014RC44838  
Cost Code: 4RC44838111R  
NWA: 100000901445-V702  
Exp Date: Sep 30, 2016  
PR: 1300429413

MOD 56 Funding 1555857.38  
Cumulative Funding 25020853.84

MOD 57

440008 130043496800003 30200.00  
LLA :  
EH 1731109 4652 252 67854 067443 2D 4652SB 4RC34C08111X  
Standard Number: M9545014RC34C08  
Fund Doc: M9545014RC34C08  
NWA: 100000903282-QC08  
Exp Date: 30 Sept 2015  
CIN: 130043496800003  
PR: 1300434968

440009 130043496800005 119342.41  
LLA :  
DY 1731109 6520 252 67854 067443 2D 652000 3RC36236112T  
Standard Number: M9545013RC36236  
Fund Doc: M9545013RC36236  
NWA: 100000810844 0QNA  
Exp Date: 30 Sept 2015  
CIN: 130043496800005  
PR: 1300434968

440010 130043496800001 28143.18  
LLA :  
EJ 1741109 4634 252 67854 067443 2D 463400 4RC44329111R  
Standard Number: M9545014RC44329  
Fund Doc: M9545014RC44329  
NWA: 100000464910-QNA1  
Exp Date: Sep 30, 2016  
CIN: 130043496800001  
PR: 1300434968

440011 130043496800007 186267.71  
LLA :  
DT 1741319 M7KC 252 67854 067443 2D C22760 4RCR4DY8113Q  
Standard Number: M9545014RCR4DY8  
Fund Doc: M9545014RCR4DY8  
NWA: 100000955540-QNAT  
Exp Date: Sep 30, 2015  
CIN: 130043496800007  
PR: 1300434968

640005 130043496800002 16372.45  
LLA :  
EJ 1741109 4634 252 67854 067443 2D 463400 4RC44329111R  
Standard Number: M9545014RC44329  
Fund Doc: M9545014RC44329  
NWA: 100000464910-QNA1  
Exp Date: Sep 30, 2015  
CIN: 130043496800002  
PR: 1300434968

640006 130043496800004 1800.00  
LLA :  
EH 1731109 4652 252 67854 067443 2D 4652SB 4RC34C08111X  
Standard Number: M9545014RC34C08  
Fund Doc: M9545014RC34C08  
NWA: 100000903282-QC08  
Exp Date: Sep 30, 2015  
CIN: 130043496800004

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 154 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

PR: 1300434968

640007 130043496800006 3698.50  
 LLA :  
 DY 1731109 6520 252 67854 067443 2D 652000 3RC36236112T  
 Standard Number: M9545013RC36236  
 Fund Doc: M9545013RC36236  
 NWA: 100000810844 QONA  
 Exp Date: Sep 30, 2015  
 CIN: 130043496800006  
 PR: 1300434968

MOD 57 Funding 385824.25  
 Cumulative Funding 25406678.09

MOD 58

430019 1731109 4652 252 67854 (20000.00)  
 LLA :  
 DQ 1731109 4652 252 67854 067443 2D 4652SB 4RC34C08111X  
 Standard Number: M9545014RC34C08  
 ACRN DQ  
 PR 1300395098  
 DOC M9545014RC34C08  
 COST CODE 4RC34C08111X  
 NWA 100000903282-QC08

430021 1300397690 (36000.00)  
 LLA :  
 DS 1731319 M7KC 252 67854 067443 2D C22760  
 Standard Number: M9545014RCR3FB7

430024 1300415960 (10000.00)  
 LLA :  
 DV 1741319 M7KC 252 67854 067443 2D C22700 4RCR4AZ7113T  
 Standard Number: M9545014RC4AZ7  
 Doc #: M9545014RC4AZ7  
 Cost Code: 4RCR4AZ7113T  
 NWA: 100000899753-0020

440008 130043496800003 400.00  
 LLA :  
 EH 1731109 4652 252 67854 067443 2D 4652SB 4RC34C08111X  
 Standard Number: M9545014RC34C08  
 Fund Doc: M9545014RC34C08  
 NWA: 100000903282-QC08  
 Exp Date: 30 Sept 2015  
 CIN: 130043496800003  
 PR: 1300434968

630002 1300361721 (8000.00)  
 LLA :  
 CX 1731109 4631 252 67854 067443 2D 463100 3RC34096111N  
 Standard Number: M9545013RC34096  
 EXPIRATION DATE: 9/30/2015  
 NWA: 100000804904-QNA1  
 COST CODE: 3RC34096111N  
 PR: 1300361721

630009 1300371470 (24102.32)  
 LLA :  
 DC 1711109 4633 252 67854 067443 2D 4633B1 1RC14B18124F

630011 1300371470 (8000.00)  
 LLA :  
 DE 1731109 6520 252 67854 067443 2D 652000 3RC36236112T

630013 1300371470 (6040.36)  
 LLA :  
 DG 1711109 4633 253 67854 067443 2D 4633B1 1RC14984124F

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 155 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

630014 1300371470 (42897.68)  
LLA :  
DH 1721109 4634 252 67854 067443 2D 4634B1 2RC24407124I

630016 13003395098 (15000.00)  
LLA :  
DQ 1731109 4652 252 67854 067443 2D 4652SB 4RC34C08111X  
Standard Number: M9545014RC34C08  
ACRN DQ  
PR 1300395098  
DOC M9545014RC34C08  
COST CODE 4RC34C08111X  
NWA 100000903282-QC08

630017 1300397690 (3000.00)  
LLA :  
DR 1731109 6520 252 67854 067443 2D 652000  
Standard Number: M9545013RC36236

630018 1300397690 (20000.00)  
LLA :  
DS 1731319 M7KC 252 67854 067443 2D C22760  
Standard Number: M9545014RCR3FB7

630019 1300404062 (1000.00)  
LLA :  
DM 1741109 4631 252 67854 067443 2D 463100 4RC44095111N  
Standard Number: M9545014RC44095  
ACRN: DM  
PR: 1300404062  
Document: M9545014RC44095  
Cost Code: 4RC44095111N

630020 1300426036 (5000.00)  
LLA :  
DU 1741109 2021 252 67854 067443 2D 202100 4RC424651710  
Standard Number: M9545013RC42465  
Doc #: M9545013RC42465  
Cost Code: 4RC424651710  
NWA: 100000929711-1QNA

640006 130043496800004 (400.00)  
LLA :  
EH 1731109 4652 252 67854 067443 2D 4652SB 4RC34C08111X  
Standard Number: M9545014RC34C08  
Fund Doc: M9545014RC34C08  
NWA: 100000903282-QC08  
Exp Date: Sep 30, 2015  
CIN: 130043496800004  
PR: 1300434968

MOD 58 Funding -199040.36  
Cumulative Funding 25207637.73

MOD 59

440012 1300447744 300452.20  
LLA :  
EK 1741319 M7KC 252 67854 067443 2D C22750  
Funding Doc: M9545014RCR4CM2  
Appropriation: R&D  
Expiration Date: Sep 30, 2015  
NWA: 100000929671-0010  
PR#: 1300447744

440013 1300447744 27986.01  
LLA :  
EL 1741109 4633 252 67854 067443 2D 463300  
Funding Doc: M9545014RC44224  
Appropriation: PMC

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 156 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

Expiration Date: Sep 30, 2016  
 NWA#: 100000913407-45BA  
 PR#: 1300447744

640008 1300447744 15000.00  
 LLA :  
 EK 1741319 M7KC 252 67854 067443 2D C22750  
 Funding Doc: M9545014RCR4CM2  
 Appropriation: R&D  
 Expiration Date: Sep 30, 2015  
 NWA#: 100000929671-0010  
 PR#: 1300447744

640009 1300447744 10484.93  
 LLA :  
 EL 1741109 4633 252 67854 067443 2D 463300  
 Funding Doc: M9545014RC44224  
 Appropriation: PMC  
 Expiration Date: Sep 30, 2016  
 NWA#: 100000913407-45BA  
 PR#: 1300447744

MOD 59 Funding 353923.14  
 Cumulative Funding 25561560.87

MOD 60

440014 130045826900001 626346.93  
 LLA :  
 EM 1741109 4634 252 67854 067443 2D 463400 4RC44B31111R  
 Standard Number: M9545014RC44B31  
 NWA: 100000988404-0010  
 EXP: Sep 30, 2016

MOD 60 Funding 626346.93  
 Cumulative Funding 26187907.80

MOD 61

440014 130045826900001 (9750.40)  
 LLA :  
 EM 1741109 4634 252 67854 067443 2D 463400 4RC44B31111R  
 Standard Number: M9545014RC44B31  
 NWA: 100000988404-0010  
 EXP: Sep 30, 2016

440015 130046072900001 200000.00  
 LLA :  
 EN 1741319 M7KC 252 67854 067443 2D C22760 4RCR4DY8113Q  
 Standard Number: M9545014RCR4DY8  
 NWA: 100000955540-QNAT  
 EXP: Sep 30, 2015

640010 130045826900001 9750.40  
 LLA :  
 EM 1741109 4634 252 67854 067443 2D 463400 4RC44B31111R  
 Standard Number: M9545014RC44B31  
 NWA: 100000988404-0010  
 EXP: 9/30/2016

MOD 61 Funding 200000.00  
 Cumulative Funding 26387907.80

MOD 62

440016 130046566000001 146844.16  
 LLA :  
 EP 1751109 2021 252 67854 067443 2D 202100 5RC520311710  
 Standard Number: M9545015RC52031

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 157 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

Funding Doc: M9545015RC52031  
 NWA: 100000942479-1QNA  
 EXP: Sep 30, 2016

440017 130046566000002 118000.00  
 LLA :  
 EQ 1751319 M7KC 252 67854 067443 2D C22700 5RCR5AS2113T  
 Standard Number: M9545015RCR5AS2  
 Funding Doc: M9545015RCR5AS2  
 NWA: 100001011204 0100  
 EXP: Sep 30, 2016

640011 130046566000003 14637.22  
 LLA :  
 EP 1751109 2021 252 67854 067443 2D 202100 5RC520311710  
 Standard Number: M9545015RC52031  
 Funding Doc: M9545015RC52031  
 NWA: 100000942479-1QNA  
 EXP: Sep 30, 2016  
 PR: 1300465660

MOD 62 Funding 279481.38  
 Cumulative Funding 26667389.18

MOD 63

430002 1300361721 (20000.00)  
 LLA :  
 CW 1731109 4633 252 67854 067443 2D 463300 3RC345161110  
 Standard Number: M9545013RC34516  
 EXPIRATION DATE: 9/30/2015  
 NWA: 100000834976-2CTR  
 COST CODE: 3RC345161110  
 PR: 1300361721

430007 1300365407 20000.00  
 LLA :  
 CW 1731109 4633 252 67854 067443 2D 463300 3RC345161110  
 Standard Number: M9545013RC34516  
 NWA #100000834973-4CTR

640012 130047154200003 11775.54  
 LLA :  
 EQ 1751319 M7KC 252 67854 067443 2D C22700 5RCR5AG8113T  
 Standard Number: M9545015RCR5AG8  
 NWA: 100001003196-XKSV  
 EXP: Sep 30, 2016

MOD 63 Funding 11775.54  
 Cumulative Funding 26679164.72

MOD 64 Funding 0.00  
 Cumulative Funding 26679164.72

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 158 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

Attachment 7 incorporated herein sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor.

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

### H-350 REIMBURSEMENT OF TRAVEL COSTS (NOV 2005)

#### (a) Contractor Request and Government Approval of Travel

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

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

#### (b) General

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

- (i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;
- (ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or
- (iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

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

#### (c) Per Diem



CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 159 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

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

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

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

(d) Transportation

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

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

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

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

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

(6) Definitions:

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

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

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 160 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### H-355 CONTRACTOR IDENTIFICATION (DEC 1999)

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

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 161 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

making contact with Government personnel by telephone or other electronic means.

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

(a) Definition.

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

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

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

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

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

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

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

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

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 162 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

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

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 163 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 164 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

## SECTION I CONTRACT CLAUSES

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

- (a) The Government may extend the term of this task order by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended task order shall be considered to include this option clause.
- (c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed five years.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. V702	AMENDMENT/MODIFICATION NO. 64	PAGE 165 of 165	FINAL
----------------------------------	----------------------------	----------------------------------	--------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 DD1423 Contract Data Requirements List

Attachment 2 DD254

Attachment 3 Reference Information Sheet

Attachment 4 Past Performance Questionnaire

Attachment 5 Cost Summary Format

Attachment 6 Rate Check Request

Attachment 8 Quality Assurance Surveillance Plan- QASP

Attachment 9 Charleston County SC Wage Determination