

# UNITED STATES MARINE CORPS MARINE CORPS SYSTEMS COMMAND

2200 LESTER STREET
QUANTICO, VIRGINIA 22134-5010

IN REPLY REFER TO: 5720 LAW/BCC MCSC201000010 20 Nov 09

Mr. Jeff Stachewicz FOIA Group P.O.Box 368 Depew NY 14043

Dear Mr. Stachewicz:

This responds to your Freedom of Information Act (FOIA) request of October 28, 2009, which requests a copy of contract M67854-07-D-1058, including delivery orders and modifications.

In light of the MCI Worldcom, Inc, v. GSA decision, the Department of Justice Office of Information and Privacy has advised the Navy Office of the General Counsel that submitter notification in accordance with Executive Order 12,600 should be made whenever an agency receives a FOIA request for documents that contain unit prices in order to obtain and consider any objections to disclosure. Therefore, in accordance with Presidential Executive Order 12600, we allowed the submitter to review the documents.

Pursuant to the aforementioned Executive Order 12,600 request, the submitter provided the Marine Corps Systems Command with proposed redactions pursuant to 5 U.S.C. § 552 (b)(4). These submitter redactions are identified in the enclosed document. 5 U.S.C. § 552 (b)(4) exempts from disclosure (i) voluntarily submitted commercial or financial information provided that the submitter does not "customarily" disclose the information to the public and provided that disclosure would be likely to interfere with the continued and full availability of the information to the government, or (ii) information likely to cause substantial harm to the competitive position of the person from whom it was obtained and likely to impact on the government's ability to obtain reliable information in the future. See Critical Mass Energy Project v. NRC, 975 F2d 871, 879-80 (D.C. Cir. 1992), cert. denied, 113 S.Ct. 1579 (1993); National Parks & Conservation Ass'n v. Morton, 498 F2d 765, 766 (D.C. Cir. 1974); Canadian Commercial Corp. v. Dept. of Air Force, 514 F.3d 37 (D.C. Cir., 2008).

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In an effort to minimize further delay we request that you review the redactions and identify any withheld information that you wish to receive. MARCORSYSCOM will then determine whether the release of any requested information is proper under the FOIA and provide any additional releasable information in a "final release" letter. If we do not receive any notification from you, which specifically requests the release of any redacted information by December 10, 2009, this letter will become the final response and we will close this FOIA request.

As of November 20, 2009, one hour and of search and review has been expended and 188 pages have been copied during the processing of your request. Please remit a check or money order, payable to the Treasurer of the United States in the amount of \$72.20 to: COMMANDER, ATTN LAW, MARCORSYSCOM, 2200 LESTER STREET, SUITE 120, QUANTICO VA 22134-5010.

If at any time you are not satisfied that a diligent effort was made to process your request, you may file an administrative appeal with the Judge Advocate General (Code 14), 1322 Patterson Avenue SE, Suite 3000, Washington Navy Yard, DC 20374-5066. Your appeal, if any, must be postmarked within 60 calendar days from the date of this letter to be considered. Additionally, your appeal correspondence should attach a copy of your initial FOIA request, a copy of this response, and include a statement indicating why you believe your appeal should be granted. I recommend that your letter and the envelope both bear the notation "Freedom of Information Act Appeal." Please provide a copy of any such appeal letter to MARCORSYSCOM (Attn: LAW), 2200 Lester Street, Suite 120, Quantico, Virginia 22134-5010.

Any questions concerning this matter should be directed to Mrs. Bobbie Cave at (703) 432-3934 or bobbie.cave@usmc.mil.

Sincerely

J. B. BENNETT

Counse]

AMENDMENT OF SOLICIT	ATION/MODIF	TICATION OF CONTRACT	1. CONTRACT	ID CODE	PAGE OF PAG	
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MARCORS/SCOM ATTN: ALBERT H. WHITLEY 2200 LESTER STREET QUANTICO VA 22134-5015		DCMA SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241	SCD: A			
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Offer must acknowledge receipt of this amendment pr (a) By completing items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR T REJECTION OF YOUR OFFER. If by virtue of this a provided each telegram or letter makes reference to the  12. ACCOUNTING AND APPROPRIATION D	copies of the amendme reference to the solicitation HE RECEIPT OF OFFERS amendment you desire to che e solicitation and this amen	ont; (a) By seknowledging receipt of this amendment, and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change may be	of on each copy of the of CKNOWLEDGMENT MAY RESULT IN	TO BE	7	
13. THIS IT	EM APPLIES ONLY	TO MODIFICATIONS OF CONTRACTS	ORDERS.			
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.	UANT TO: (Specify s	CT/ORDER NO. AS DESCRIBED IN ITE authority) THE CHANGES SET FORTH I	M 14. N ITEM 14 ARE M	AADE IN T	HE	
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D. OTHER (Specify type of modification and Mutual agreement of the parties	authority)		-			
E IMPORTANT: Contractor is not,	X is required to sig	m this document and return 1	copies to the issuing	office		
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except as provided herein, all terms and conditions of the do	ocument referenced in Item C	A or 104 as hereinfore channel		3		
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Shorry Eash, Sr. Contracts Representative	SAIC	16A. NAME AND TITLE OF CON- ALBERT H, WHITLEY / CONTRACTING OFFICE TEL 203-432-3186	<del>-1</del> 2		or print)	
5B CONTRACTOR/OFFEROR	15C. DATE SIGNED		EMAIL albertwhitle		C. DATE SIGNED	
(Signature of person authorized to sign)	10/26/2009			_ 26	S-Oct-2009	
EXCEPTION TO SF 30	2	(Signature of Contracting Office	er)			

#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

#### SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been modified: SCHEDULE OF SUPPLIES/SERVICES

The ordering period for this contract is a total of 60 months. The performance for each delivery order is limited to 12 months. All performance must be completed by 20 August 2014

#### **Terms and Conditions**

- B-1. CLIN 0X12 is established as a cost reimbursable CLIN for CONUS TDY Travel and OCONUS Travel to Theater. Reimbursement is limited to the actual cost burdened (b) (4) according to the contractor's disclosure statement.
- B-2. OCONUS Living expenses shall be included in the price for all appropriate labor categories. Military airlift in theater (Rotator Flight) shall be billed to CLIN 0010 on a cost reimbursement basis burdened when the contractor is charged for the movement of personnel within the AOR. CONUS and OCONUS Travel shall be billed against CLIN 0012 on a reimbursable burdened (b) (4) All Travel shall be approved by the Government in advance.
- B-3. CLIN 0X10, Rotator Flight in Theater and CLIN 0X12, Travel shall be incrementally funded by the government.
- B--4. Costs for CLIN 0011, CDRLs shall be included in the price for CLIN 0001, Program Management.
- B-5. This contract is a Firm Fixed Price Indefinite Delivery Indefinite Quantity contract as outlined in FAR 16.501-1. CLINs 0X10 and 0X12 are excluded from this definition as they are cost reimbursable CLINs.
- B-6. FOB Point.
- F. o. b. shall be as specified in each Delivery Order issued hereunder. Acceptance shall be by the government.
- B-7. Surge/Draw-down of Forward Presence.

World events may require a temporary surge in labor or a permanent draw-down of forward deployed Marines that will result in either a temporary increase or a permanent decrease of support. Likewise, manpower may be shifted between Forward Operating Bases (FOBs) in CENTCOM between OIF and OEF Area of Responsibility (AOR) as the Marines are moved. In

the event either a surge or a draw-down of support is required, the impact will be negotiated as soon as specific details are known.

- B-8. All travel shall be in accordance with the Joint Travel Regulations (JTR). Travel under CLIN 0012 shall be invoiced at Cost (b) (4) and shall be approved by the Government in advance.
- B-9. The contract ceiling is dollar based, not quantity based. This is a Firm-Fixed-Price (FFP), Indefinite Delivery Indefinite Quantity (IDIQ) contract with an ordering period of five (5) years. Delivery or performance will be authorized through the issuance of Delivery Orders. Individual or multiple Delivery Orders may be issued for any quantity in each CLIN in a given year as long as the cumulative dollar value ordered does not exceed the maximum dollar value for the contract shown in Paragraph B-10.
- B-10. Under this IDIQ contract, equipment shall be ordered by the issuance of delivery orders. The contracting system used to process award documents incorrectly calculates the total value amount of an IDIQ. Thus the contractor hereby understands that the total amount reflected in Block 15G of the Standard Form (SF) 26 is incorrect. The contract minimums and maximum ordering amounts identified below shall govern this contract.

Contract and Delivery Order Limitations:

Contract Minimum: \$2,000,000.00 Contract Maximum: \$120,219,600.00 Delivery Order Minimum: \$150.00 Delivery Order Maximum: \$100,000,000.00

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

DESCRIPTION AND SPECIFICATION

USMC Counter Radio Controlled Improvised Explosive Device Electronic Warfare (CREW) Statement of Work

#### 1. Introduction

In 2005, the United States Marine Corps (USMC) started a rapid acquisition initiative program to fulfill an urgent operational need to field Counter Radio-Controlled Improvised Explosive Device Electronic Warfare (CREW) systems capable of protecting forward-deployed Marines from the threat of radio-controlled improvised explosive devices (RCIEDs). By 2008, the USMC had successfully fielded approximately 6,000 systems and now has a requirement to employ a Product Support Integrator (PSI) to manage the logistics aspects of its CREW program.

The contract for these services is an indefinite delivery/indefinite quantity (ID/IQ) wherein operational needs, surge, draw-down, and respective support requirements will be met through the issuance of delivery orders based on the contract line item number (CLIN) structure and its unit prices for specific units of measure. This Statement of Work (SOW) establishes the goods and services to be provided by the PSI for the USMC CREW program as ordered and required by the USMC contracting authority.

#### 1.1 Objectives

The PSI will enable the Marine Corps to control program costs while extending the service life and effectiveness of CREW systems for the warfighter. The contractor will implement a program management approach that demonstrates a thorough understanding of the principal management objectives facing USMC CREW systems during the contract period of performance. The objectives guiding the USMC CREW PSI program management approach include:

#### 1. Program Management:

- a. Reduce the number of program management contracting teams to oversee the USMC CREW 2.0 and 2.1 systems from three program management teams to one integrated, cohesive program management contracting team.
- Provide for formalized tracking of the PSI's efforts with respect to risks, metrics, and schedule.
- c. A seamless transition of current sole-source contracted efforts to the selected PSI and maintain or exceed the current level of USMC CREW systems support.
- 2. Integrated Logistics Support (ILS)
  - a. Significantly reduce the complexity of the ILS support within USMC CREW program office from three sole-source contracts and one Government-Furnished Equipment (GFE) provider (PMS 408) to one ILS support structure and Failure Reporting and Corrective Action System (FRACAS) reporting system.
  - b. Establish ILS support that will allow the USMC CREW to seamlessly move to organic support when and if the USMC decides organic support is ready to meet USMC CREW needs.
  - c. Manage and monitor the health of the USMC CREW systems by meeting or exceeding the ILS-related performance thresholds for:
    - (b) (4)
    - ◆ Reduce the overall storage requirement within the continental United States (CONUS) and outside the continental United States (OCONUS) by streamlining the spares provisioning process. Additionally, take the necessare actions to reduce the number of storage facilities required for CREW material storage.
- Systems/Manufacturing Engineering. Ensure that vehicle integration kits (VIKs) can be
  designed and procured for unanticipated needs within the shortest time duration agreed upon
  by the government and contractor representative, while following a formal systems
  engineering process.

#### 1.2 Scope

The work defined within this SOW includes all activities that the USMC may ask the PSI contractor to perform to support the USMC CREW program. The USMC CREW program office orders PSI services through award of individual Delivery Orders based on separately negotiated SOWs that are a subset of this overall CREW program ID/IQ vehicle SOW. Delivery Orders will be negotiated based on these individual SOWs and the unit prices contained in the basic contract.

# 2. CREW Systems—Total Systems Support Package

The contractor's Total Systems Support Package (TSSP) Plan shall describe how SAIC will implement and execute the comprehensive PSI tasking for the USMC CREW program. The TSSP shall integrate the PSI Program Management Plan (PMP), Integrated Logistics Support Plan (ILSP), and Systems Manufacturing Engineering Plan (SMEP) and detail their interrelationship.

### 3. Management Approach

The contractor shall manage the full range of support services required to meet the USMC CREW's operational responsibilities identified in the CREW Systems Performance Specifications, this statement of work (SOW), the objectives outlined in paragraph 1.1 of this SOW and other program documentation (listed in request for proposal [RFP] M67854-09-R-7005, Section J) and carried forward to Section J of this contract.

The contractor's approach shall ensure that the necessary personnel, materials, equipment, training, software, application software development and maintenance, facilities, configuration management, and related services are available to meet or exceed USMC CREW program objectives.

The PSI contractor shall implement a comprehensive, cohesive, and effective team to seamlessly support the USMC CREW program office in the product support of CREW systems fielded within the USMC.

#### 3.1 Organizational Structure

The contractor shall establish an organizational structure for the entire PSI contracting team that includes effective reporting and management authority relationships along with established management controls and close interrelationships with USMC CREW counterparts, integrated product teams (IPTs), and working groups (WGs).

#### 3.1.1 Manning

#### 3.1.1.1 Key Personnel

The contractor shall identify and provide the necessary key personnel to manage the USMC CREW PSI program in accordance with the USMC CREW PSI PMP, to include key personnel resumes, job descriptions, and duty locations. The contractor's program manager (PM) shall be the single point of contact with USMC CREW for communications regarding PSI program management and USMC CREW support systems performance.

#### 3.1.1.2 CREW Program Staffing

The contractor shall ensure that USMC CREW PSI is adequately and appropriately staffed and trained throughout the contract transition period and beyond in accordance with Delivery Order requirements.

## 3.1.1.3 Subcontractor Management Process

The contractor shall develop and administer a process for managing subcontractors, associate contractors, and other relevant entities required for successful execution of the overall PMP.

# 3.1.2 Integrated Product Teams and Working Groups and Interrelationships with the Government, Contractors, and Subcontractors

#### 3.1.2.1 Integrated Product Teams

The contractor shall initially establish the following IPTs and act as co-chair along with representatives from USMC CREW. The IPT will be composed of members from both the Government and contractor communities. If additional IPTs are required, they will be established under additional Delivery Orders.

- Program Management IPT
- Supportability IPT
- Systems Engineering IPT

IPTs shall facilitate the management and exchange of program information. They will help evaluate risk across the program, improve communications and collaboration within the program, and provide advice to the program management staff. Participation by teleconference is acceptable. For each IPT, the contractor shall submit a draft charter within 30 days after contract award for approval by the USMC CREW PM. This charter shall identify the team's membership, outline the responsibilities, and detail the corresponding authority to conduct those responsibilities. IPTs shall have the authority to organize WGs to assist in the conduction of the IPT's responsibilities. USMC CREW will be the approving authority for these charters.

#### 3.1.2.2 Working Groups

The contractor shall establish either standing or temporary WGs to evaluate and provide guidance on specific CREW system program issues. Membership and specific WG tasks shall be determined by the applicable Delivery Orders. Initial WGs to be established under the Delivery Order awarded for CLIN 0001 are:

- Risk Management WG
- Contract Transition WG.

WGs shall meet as required as part of the normal daily level of effort. Participation by teleconference is acceptable. If additional WGs are required, they will be established under follow-on Delivery Orders. Each WG's purpose, membership, functions, processes, products, schedules, and accountability shall be documented. WG documents shall be accessible to USMC CREW.

# 3.1.2.3 Other Product Support Providers

The contractor shall establish working relationships with original equipment manufacturers (OEMs), product support providers (PSPs), and Government partners, documenting the

requirements with Memorandums of Agreement or performance-based agreements as required to ensure achievement of the PSI program objectives.

#### 3.2 Program Management Approach

#### 3.2.1 PSI Program Management Plan

The contractor shall establish and implement a CREW system PSI PMP (CDRL A001) that defines how the contractor's program management approach shall be implemented and controlled in support of USMC CREW.

The PSI PMP shall describe the contractor's PSI program management scope and objectives, management approach, organizational structure, key personnel, communication paths and processes. (b) (4) data reporting plan, Contract Data Requirements List (CDRL) delivery plan, Integrated Master Plan (IMP), Integrated Master Schedule (IMS), Work Breakdown Structure (WBS), management review process, management monitoring and control tools, risk management processes, quality assurance, security, and staffing.

## 3.2.1.1 Management Data Reporting

The contractor shall establish a single, centralized information management system (b) (4) for reporting USMC CREW data that facilitates secure access to unclassified information relevant to management and governance of this contract. Government use of the contractor's data management system shall not require installation of client software on Government computer systems (with the exception of Internet Explorer and Microsoft Office). The contractor shall collaborate with the USMC CREW program office to develop the elements and schedule of management data reporting. Reports shall be submitted in accordance with Exhibit A of the contract and Paragraph 3.2.1.2 of this SOW. From distributed locations, authorized members of the CREW system's team, including subcontractors, Government users, and designated industry users shall have access based on their individual roles.

# 3.2.1.2 Contract Data Requirements List and Delivery Schedule

The contractor shall deliver CDRLs in accordance with **Exhibit A** of this contract. To reduce the administrative burden and cost, the contractor shall administrative deliverables, to include meeting agendas and minutes, daily and weekly update reports, and monthly and quarterly Program Management Review (PMR) slides. Technical documentation that requires review and approval will undergo the normal delivery and review cycle as noted in the Acceptance Criteria. CDRLs shall be formatted to contain the information referenced by the Data Item Description (DID) and DID tailoring associated with each CDRL as shown in Appendix C (Contract Data Requirements List (CDRL)).

For CDRLs requiring Government approval, the customer shall have 30 calendar days to provide one set of consolidated comments. Final versions of deliverable(s) shall incorporate consolidated, prescriptive, and in-scope comments received during the comment period. Delivery with comments incorporated shall constitute acceptance of the deliverable(s). If no comments are received within the 30 calendar day comment period, the data and deliverable(s) shall be deemed to have been approved.

#### 3.2.1.3 Security and Program Protection

Security Classification. The contractor shall comply with requirements in the DD Form 254, including Attachment A for Automated Information Systems (AIS) Personnel Security Program Requirements (Attachment 1) and the Joint Counter Radio Controlled Improvised Explosive Device Electronic Warfare (JCREW) Security Classification Guide (Attachment 2).

National Industrial Security Program Operating Manual. The contractor shall comply with the security requirements set forth in the National Industrial Security Program Operating Manual (NISPOM) DoD 5220.22M dated 28 February 2006.

NISPOM Supplement 1. When applicable, the contractor shall comply with NISPOM Supplement 1 dated February 1995.

# 3.2.1.4 Quality Management Program

The contractor shall provide and maintain a Quality Management Program (CDRL A002) that meets the requirements of the American National Standards Institute, International Organization for Standardization, and American Society for Quality Q9001-2000 or an equivalent quality system model.

# 3.2.1.5 Configuration Management Plan

The contractor shall develop, implement, review and update the contractor Configuration Management Plan (CMP) (CDRL A003) for USMC CREW systems. The contractor CMP shall be in accordance with the JCREW Overarching CMP (Attachment 7) and USMC CREW CMP (Attachment 8). The CMP shall establish the overall plan and process for configuration management (CM) of the CREW systems, subsystems, computer software configuration items (CSCIs), hardware configuration items (HWCIs), and technical documentation for the entire life cycle of the project. The contractor shall maintain baseline configurations in accordance with the CMP, including detailing each component of the system, to include drawings, design specifications, and VIK installation work instructions. The CMP shall be used to control hardware documentation, physical hardware component designs and interfaces, configuration changes, approvals, and history. The CMP shall consist of configuration identification, documentation, control, status accounting, and audits (physical and functional), as well as baseline and data management to ensure the technical and administrative integrity of the CREW systems. The CMP shall establish the overall plan and process for CM of the CREW systems, subsystems, CSCIs, HWCIs, and technical documentation for the entire life cycle of the project.

When configuration is controlled by another organization, the contractor shall coordinate with that organization to ensure that the proper configuration management standards are maintained.

#### 3.2.1.6 Travel

The contractor shall travel as tasked to accomplish work directed by this SOW and individual task orders. Flights must be approved by the contracting officer or designated representative five (5) working days in advance of the travel. Estimates of the cost must be included with the request for travel. Travel is in accordance with the Joint Travel Regulations. OCONUS travel is limited to one round trip per person. All travel is limited to the actual cost burdened (4)

#### 3.2.1.7 Rotator Flights

Military airlift in theater (Rotator Flight) shall be billed to CLIN 0010 on a cost reimbursement basis, burdened (b) (4) when the contractor is charged for the movement of personnel within the area of responsibility.

#### 3.2.1.8 Other Direct Costs

The contractor shall identify other direct costs required to perform this effort.

# 3.2.2 Program Management Reviews

The contractor shall conduct PMRs for active Delivery Orders that facilitate assessments of CREW program performance, risks, and achievements. Presentation materials for the monthly and quarterly reviews shall be posted to the monthly review and 72 hours prior to the quarterly review.

# 3.2.2.1 Quarterly Program Management Review

Contractor shall host quarterly PMRs to provide USMC CREW an in-depth view into current program performance. These reviews shall be in briefing format (CDRL A006) and shall assess the contract status on a program-wide basis, covering the information necessary to assess progress toward meeting program objectives. An agenda (CDRL A004) shall be posted (b) (4) three (3) working days prior to the review. Meeting minutes (CDRL A005) not later than five (5) working days after the review is

# 3.2.2.2 Monthly Program Management Review

The contractor shall conduct a monthly PMR. Participation by teleconference is acceptable. An agenda (CDRL A004) shall be posted (b) (4) three (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted (b) (4) not later than five (5) working days after the review is conducted. The briefing material (CDRL A007) shall include the information necessary to assess progress towards meeting program objectives:

# 3.2.2.3 Weekly and Daily Reports. NOTE: Close of business is defined as 5:00 pm Eastern.

Weekly Activity and PSI Assessment Report. The contractor shall post a Weekly Activity and PSI Assessment Report (CDRL A008) (b) (4) not later than one (1) working day after the close of the reporting period. The report shall include information needed to assess progress toward meeting program objectives:

- ◆ Significant CONUS and OCONUS Program Activity
- Personnel Management
- Parts Support, Inventory, and Asset Management
- Sustainment, Maintenance Support
- ◆ Inter/Intra Theater Transportation Report
- Risk Management Working Group Weekly Update.

Daily Situation Report. The contractor shall provide a summary of program manning levels each day, in the form of a Daily Situation Report (CDRL A009), and post this document daily not later than 10:00 the following morning.

# 3.2.3 Identification and Tracking of Programmatic Risks

The contractor shall execute a risk management process guided by sound risk management principles and a coordinated approach that is proactive, systemic, transparent, measurable,

The contractor's PSI transition approach and strategy shall ensure that current levels of USMC CREW systems support are maintained or exceeded.

# 3.4.1 Transition Plan Development

The contractor shall develop and implement a Transition Plan (CDRL A012) that includes the following items:

- Proposed Transition Schedule with detailed milestones and accomplishments included in the IMP and IMS
- Personnel Hiring and Training Strategy in support of CONUS and OCONUS locations
- Phasing Strategy for transfer of CONUS and OCONUS GFE
- ◆ Data Migration Strategy for Government-Furnished Information (GFI).

An update to the Transition Plan shall be accomplished prior to the kickoff meeting. The final version of the Transition Plan shall be available at the PAOC.

# 3.4.2 Contract Kickoff Meeting

The contractor's key CONUS personnel and transition manager shall attend a contract kickoff meeting with representatives from USMC CREW. This meeting shall occur within five (5) working days of contract award. The contractor shall be prepared to discuss planning for the PAOC. An agenda (CDRL A004) shall be posted prior to the review. Meeting minutes (CDRL A005) shall be posted later than five (5) working days after the review is completed.

# 3.4.3 Post Award Orientation Conference

The contractor shall host a PAOC within 30 calendar days of contract award at the contractor's facility. The PAOC objective is to confirm a full and mutual understanding of Government requirements, program obligations, objectives, and responsibilities, and to conduct an overall review of the projected contractor approach, general assumptions, schedule, anticipated level of effort, and any other areas needing clarification. The purpose of the PAOC is for the contractor to provide progress assessments, review technical and other specialty area status, and establish schedule dates for near-term critical meetings and actions. The contractor shall present their management plan, key personnel, and program implementation processes. The contractor shall submit a draft agenda for the PAOC to the USMC CREW program office for approval no later than ten (10) days prior to the meeting. The agenda (CDRL A004) shall be posted three (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted not later than five (5) working days after  $(\mathbf{Q})$ the review is completed.

# 3.4.4 Government-Furnished Equipment

The contractor shall inventory, maintain and account for GFE provided for support of USMC CREW systems. The contractor shall provide quarterly GFE reporting in accordance with CDRL A013, Status of Government Furnished Equipment (GFE) Report, no later than five (5) working days after the end of the reporting period. Deficiencies shall be reported within 30 days of identification and provided as part of the GFE report.

#### 3.4.5 Transition Execution

The contractor shall execute the final Transition Plan to effect transition within the schedule included as part of the plan.

#### 3.5 Transition to CREW 2.1

The contractor shall effectively plan, manage, and execute a transition of program elements from the legacy 2.0 systems (Hunter and Chameleon) to provide PSI support for CREW 2.1 (CREW Vehicle Receiver Jammer [CVRJ]), with phase out of CREW 2.0 systems by the end of CY2010. The plan shall include tasks associated with fielding a new system and retiring the legacy systems.

## 3.5.1 CREW Transition from 2.0 to 2.1

The contractor shall use the Government-provided 2.1 CREW Systems Fielding schedule to develop materiel fielding plans to USMC-identified locations. Fielding plans will be approved by the USMC CREW program office and, once approved, shall be executed by the contractor. The contractor shall notify the USMC CREW program office of any changes in the PSI organization and resources needed to install and then subsequently support 2.1 CREW systems. As a minimum the contractor will identify changes in requirements affecting manning; GFE; new equipment training (NET); mobile training team (MTT); manual distribution; and establishment of follow-on support processes for installed 2.1 CREW systems.

The contractor shall de-install, conduct prescribed levels of CREW systems preservation, and prepare the 2.0 CREW systems for shipment in accordance with Government-provided disposition instructions. The contractor shall ensure that every 2.0 CREW system's internal memory is verified as erased prior to final packaging and shipment or disposal.

# 3.6 CREW 2.1 to JCREW 3.3 Transition

The contractor shall document lessons learned from the CREW 2.0 to CREW 2.1 transition described in Section 3.5 and incorporate and apply them in supporting subsequent, additional transitions of CREW 2.1 to future systems as identified in the USMC CREW Master Plan (Attachment 6).

# 3.6.1 Plan and Execute JCREW 3.3 Transition

The contractor shall effectively plan, manage, and execute a transition of program elements from CVRJ to JCREW 3.3. The plan shall include tasks associated with fielding a new system and retiring the legacy systems.

The contractor shall use the USMC CREW-provided JCREW 3.3 Systems Fielding schedule to develop material fielding plans to USMC-identified locations. Fielding plans will be approved by USMC CREW and, once approved, shall be executed by the CREW systems PSI.

# 4. Integrated Logistics Support

The contractor shall support the USMC CREW in planning, managing, and executing an ILS process, per the requirements contained herein. The contractor's ILS manager shall be the point of contact for ILS concerns and issues.

# 4.1 Integrated Logistics Support Plan

The contractor shall develop, implement, review, and update an ILSP (CDRL A014) that provides a detailed strategy to integrate the functions of the ILS approach that are managed by the PSI. The ILS effort shall be conducted as an integral part of the USMC CREW program to

develop supportability data products and to address applicable and related logistics elements. The contractor shall present the USMC CREW with an ILSP, focusing on maturing the ILS elements throughout the life of the contract.

#### 4.1.1 Maintenance Planning

The contractor shall establish a maintenance support plan for the USMC CREW systems, equipment, and component hardware. This maintenance plan shall be based on a level of repair analysis review to be conducted for the individual USMC CREW systems.

The contractor shall establish Operational-level (O-level [Unit level]), Intermediate-level (I-level), and depot-level maintenance capabilities to support CREW as defined in the ILSP. The contractor shall establish O-level maintenance at designated forward-operating bases (FOBs) within the theater. The contractor shall establish intermediate maintenance facilities (IMFs) in CONUS and OCONUS locations to facilitate shop repairable unit (SRU)-level repairs and maintenance. The contractor shall establish depot coordination procedures with approved USMC CREW PSPs and OEM depot facilities to ensure that Marine Corps operational requirements are met.

# 4.1.1.1 Operational Maintenance Support

The contractor shall perform O-level maintenance for preventive and corrective maintenance on CREW systems installed in vehicles and line replaceable unit (LRU)-level and system-level consumables (e.g., antennas, cables, brackets). Operational maintenance processes shall be established with an emphasis on maintaining or exceeding established Ao goals. O-level maintenance shall also include installation and de-installation of CREW systems. The maintenance activities shall be recorded relative to maintenance actions on specific systems as determined by the USMC CREW Logistics Officer.

## 4.1.1.2 Intermediate Level Maintenance

The contractor shall perform I-level maintenance for preventive and corrective maintenance actions where the LRU is not installed on vehicles or in operational use. The contractor shall isolate and replace SRU components and perform limited depot-level diagnostics, upgrades, inspections, modifications, adjustments, and repairs. The contractor shall make shipments to CONUS depot maintenance facilities and dispose of principal end items, components, and subcomponents. I-level maintenance shall be focused on returning a CREW system to an operational status, minimizing logistics response time, and reducing transportation cost. The contractor shall return uninstalled systems to a mission-capable status ready for installation on a vehicle. The contractor shall capture maintenance activities regarding maintenance actions on specific systems, current configuration data on LRUs, and current software service packs.

### 4.1.1.3 Depot Maintenance Support

The contractor shall coordinate with OEMs and/or organic depots for depot-level maintenance.

# 4.1.1.4 Evolution of Maintenance Concepts

The contractor shall work to continually update the maintenance strategy to take advantage of additional information gathered from maintenance processes.

#### 4.1.1.5 Warranty Tracking

The contractor shall track applicable CREW equipment for terms, conditions, and status of existing warranties. Returned items from the field should be verified and reviewed to ensure that

the cost to the Government is in accordance with applicable warranty terms and conditions. The contractor's property system procedures shall provide delivery, repair, and upgrade status of Government-owned units under warranty.

#### 4.1.2 Supply Support

The contractor shall establish supply chain management procedures that provide inventory management, sustainment provisioning, warehousing, and storage requirements for end items, spares, consumables, tools, and test equipment for CREW systems in CONUS and OCONUS locations. This plan shall incorporate performance-based logistics (PBL) methods and techniques, and it shall connect inventory and sparing plans with CREW performance metrics.

# 4.1.2.1 Inventory Management and Planning

The contractor shall establish an overall inventory management process to develop stockage lists for locations to support the required level of operational performance. The contractor shall use readiness-based sparing methodologies to support inventory investment strategies that support the USMC CREW readiness goals.

#### 4.1.2.2 Procurement

The contractor shall generate recommended procurement requirements as a Recommended Buy List and provide it to the USMC CREW program office on an as-required basis. These procurement requirements and recommendations shall be prioritized sufficiently to identify immediate needs as distinct from normal replenishment actions. Upon approval, the contractor shall communicate procurement requirements to the designated PSP (e.g., Naval Inventory Control Point [NAVICP]) and track the status of actions.

# 4.1.2.3 Sustainment and Replenishment

The contractor shall generate, track, and execute sustainment replenishment of CONUS and OCONUS locations to maintain operational performance levels consistent with available inventory and procurement plans.

## 4.1.2.4 Warehousing and Storage

The contractor shall set up and manage warehousing and storage facility capacity for CONUS and OCONUS locations. The contractor shall transfer custody for materials and tools assigned to the USMC CREW program, complying with Government regulations for GFE receipts and acceptance. The contractor shall establish a single CONUS distribution location to facilitate receiving functions, storage, kitting, and shipment. The contractor shall manage stored materials at the FOB and Intermediate Maintenance Facility (IMF) locations in OCONUS, as well as the CONUS sites and Marine Expeditionary Unit (MEU) locations as directed to support operational requirements.

#### 4.1.2.5 Retrograde

The contractor shall manage the retrograde and return of materials and repair parts. Unrepairable parts shall be processed through the designated property disposal authority. The contractor shall report the retrograde and return of material and repair parts, as well as any material or equipment requiring disposal through the Weekly Activity and PSI Assessment Report (CDRL 008). The contractor shall also include retrograde and disposal information in the Monthly (CDRL 007) and Quarterly (CDRL 006) Program Manager Reviews.

# 4.1.3 Support and Test Equipment

The contractor shall maintain and control support and test equipment, mobile and fixed, that is required to perform the support functions. The contractor shall track certifications and calibration status of required test equipment and manage recalibrations as required.

# 4.1.4 Manpower and Personnel

The contractor shall conduct job task and manpower analyses, based on a level of repair analysis review, to help define efficient staffing for maintenance and support of the CREW system. Staffing analysis shall be conducted with the objective of reducing personnel requirements per 100 systems by at least 20% from current CLS staffing levels.

# 4.1.5 Training and Training Devices

The contractor shall be responsible for developing and implementing training requirements and materials necessary to support and sustain CREW equipment and organic personnel.

#### 4.1.5.1 FSR/MT Training

The contractor shall ensure the FSR/MTs are properly trained prior to their deployment.

# 4.1.5.2 CREW Basic Operator Training

The contractor shall provide initial CREW Basic Operators Course (CBOC) training for USMC personnel before deployment, at the deploying unit's location. The CBOC shall include the basics of CREW systems, theater threats, equipment familiarization, operation, preventive maintenance checks and services and tactics, techniques, and procedures. CBOC shall be designed to ensure that operators are qualified to properly operate the CREW systems.

# 4.1.5.3 New Equipment Training and Mobile Training Team

The contractor shall maintain the capability to support New Equipment Training (NET). The contractor shall coordinate with the OEMs to plan and develop NET. The contractor shall conduct NET to take place at locations to be identified by the USMC CREW program office.

The contractor shall provide a Mobile Training Team (MTT) capable of providing initial training to each unit receiving new USMC CREW system delivery. The MTT shall provide laptops and audiovisual equipment and software tools necessary to support training at each site. The contractor shall use USMC CREW-approved curriculum for MTT. The contractor shall deliver updated courseware material to the USMC CREW at the end of the MTT training period. The contractor is expected to support a semi-annual NET and MTT cycle for designated sites.

#### 4.1.5.4 Training Materials

The contractor shall develop the following supporting training materials:

- ♦ Lesson Plans (CDRL A015)
- ◆ Quick Reference Cards (CDRL A016)
- ◆ Computer-Based Training (CDRL A017)
- ◆ Student Handouts (CDRL A018)
- ◆ Job Aids (e.g., Operational Checklists, Operator Troubleshooting Checklists) (CDRL A019).

The contractor shall develop and/or integrate NET course materials into the CBOC when directed by the USMC CREW program office.

### 4.1.6 Technical Data

The contractor shall develop a Technical Data Process as part of the ILSP.

#### 4.1.6.1 Technical Manuals and Bulletins

The contractor shall collect and manage GFI from OEMs and other sources. The contractor shall facilitate the transfer of GFI technical data package elements currently maintained by USMC CREW OEMs, CLS, and other PSPs for USMC CREW systems and upgrades.

#### 4.1.6.2 Technical Data Package

As part of the VIK design and manufacturing, the contractor shall develop technical documentation as required by Section 5.1.4.

# 4.1.7 Computer Resources Support

The contractor shall provide computer equipment needed to operate the consolidated PSOC facility and support business operations for contractor personnel. The Government will provide classified laptops required to support waveforms. The Government will make available unclassified computer systems at OCONUS locations to support Government business.

# 4.1.8 Packaging, Handling, Storage, and Transportation (PHS&T)

The contractor shall coordinate, monitor, and report OCONUS transportation requirements with the USMC CREW-designated transportation manager to effect timely delivery of logistics requirements for OCONUS CREW systems in accordance with Defense Transportation System regulations. The contractor shall be responsible for transporting equipment to SPAWAR Systems Center – Atlantic (SSC-A), Charleston, SC for OCONUS consolidation and shipment. The contractor shall manage and execute CONUS transportation requirements using cost-effective commercial transportation providers or, if directed, Government transportation to effect timely delivery of logistics requirements for CONUS based USMC CREW systems. The contractor shall provide the appropriate marking and packaging for shipment as defined in MILSTD 129. The contractor shall comply with applicable hazardous material (HAZMAT) requirements.

#### 4.1.9 Facilities

The contractor shall establish a CONUS consolidated distribution and maintenance facility, providing required space to support warehousing storage and packaging and shipping requirements, test and repair equipment as required, and office space for support of program management staff. The facility shall have a Secret clearance level as determined by the CREW classification guide. All OCONUS facilities required for the CREW program, including FOBs and MEU deployment locations, will be provided by the Government.

## 4.1.10 Design Interface

#### 4.1.10.1 FRACAS Analysis

The contractor shall use FRACAS data and analysis to establish system enhancements that will reduce maintenance and repair parts requirements while increasing reliability.

#### 4.1.10.2 Logistical Analysis

The contractor shall gather USMC CREW-furnished design interface data and conduct logistical analysis for VIK designs or as needed to support OEM CREW designs. This analysis shall cover maintenance, reliability, safety, security, and environmental, HAZMAT, and other logistical requirements. The results of this analysis shall be provided to the development activities to include in the final design and development.

# 4.2 Hiring, Deploying, and Retaining Ground Electronic Warfare-Experienced Field Service Representatives and Maintenance Technicians

The contractor shall provide CONUS and OCONUS Universal FSR/MTs for installation, maintenance, repair, training support, and technical liaison services in support of CREW systems. A Universal FSR/MT is defined as an FSR that can support operational and I-level maintenance on multiple CREW systems. The contractor shall hire, train, certify, and deploy personnel to support CREW staffing requirements.

#### 4.2.1 Staffing Plan

The contractor shall provide the appropriate levels of FSR/MTs to respond to 12 hours a day, 7 days a week (12/7) operations. The standard workweek for an OCONUS FSR/MT shall be 84 hours. The FSR/MT site lead shall be available to respond to customer needs and concerns 24 hours a day. The standard workweek for a CONUS FSR/MT shall be 40 hours.

The contractor shall manage the contract personnel assigned to the program office and report on a daily basis their composition, disposition, and location status (CDRL A009). The contractor shall maintain personnel movement schedules to ensure the smooth flow of required personnel in-theater by mission, site, and date on a monthly basis. The contractor shall maintain current information regarding individual readiness status and compliance to specific deployment requirements, including training requirements.

#### 4.2.2 Hiring Process

The contractor shall have a structured and well-defined process for recruiting, interviewing, screening, and hiring well-qualified personnel.

# 4.2.3 Training and Certification

The contractor shall provide fully trained and certified personnel to support the USMC CREW program requirements. The status shall be recorded and maintained throughout the duration of the contract.

#### 4.2.4 Deployment

The contractor shall ensure that personnel deploying under adhere to the guidelines and requirements outlined in Attachment 3 and the following references:

- ◆ DoDI 3020.41, Subject: Contractor Personnel Authorized to Accompany the U.S. Armed Forces
- ◆ MOD 9 to USCENTCOM Protection and Individual/Unit Deployment Policy
- ◆ USCENTCOM FRAGO 09-1451 Contractor Theater Entrance Requirements, August 2008
- ◆ MNF-W General Order Number 1.

The contractor shall be responsible for certifying to the Government authority that all deployed processing actions have been completed and that each individual meets the deployment processing requirements.

# 4.2.4.1 Preliminary Personnel Requirements

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—
    - (1) Cover safety and security issues facing employees overseas;
    - (2) Identify safety and security contingency planning activities; and
    - (3) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

# 4.2.4.2 Support - Contractor Security

Ensure contractor personnel be provided with adequate security during all phases of the deployment and sustainment. FSRs shall not venture outside the wire without adequate security. Guard Tower coverage (only) at FOB Entry Control Points, and/or riding in exposed vehicles during convoys is not permitted. If FSRs need to maintain a system and the USMC does not provide the appropriate security, FSRs shall NOT proceed outside the wire.

#### 4.2.5 Retention

The contractor shall have an established and operational program aimed at retaining trained and qualified personnel.

# 4.2.6 FSR/MT MEU and Surge Support

#### 4.2.6.1 MEU Support

The contractor shall provide FSR/MTs for Camp Lejeune and Camp Pendleton along with required GFE spares and materials to support MEU deployment schedules and requirements.

#### 4.2.6.2 Surge Support

When tasked under separate Delivery Orders, the contactor shall provide sufficient personnel to meet operational MEU and surge requirements.

# 4.3 Logistics Support Metrics Implementation and Tracking

# 4.3.1 Logistics Support Performance Metrics

For each applicable Delivery Order, the contractor shall identify and define specific performance metrics and include the details on how to measure and achieve the metrics in the ILSP necessary for measuring and improving progress toward meeting program objectives. These metrics will include at a minimum:

- Operational Availability
- Logistics Footprint
- Logistics Response Time
- Mean Down Time.

# 4.3.2 Logistics Support Process Metrics

The contractor will propose additional or alternative metrics that are based on best business practices.

#### 4.3.3 PSI Metrics Data Collection

The contractor shall collect metrics data from operational sources using near-real-time means, and from other sources as appropriate.

# 4.4 Failure Reporting and Corrective Action System Collection, Implementation, and Reporting (FRACAS)

The contractor shall develop and implement a comprehensive closed-loop FRACAS that is chartered to drive continuous process and product improvements resulting from root-cause and trend analyses findings. The contractor shall collect, record, and analyze hardware and software failures. The contractor shall submit weekly failure report summaries not later than one (1) working day after the close of the reporting period. The contractor shall provide Failure Summary and Analysis Reports (CDRL A020) that include:

- Uniform failure reporting.
- Failure analysis reports.
- Corrective actions.

# 4.5 ILS Plan to Transition to a Consolidated PSI Approach With Reduced Complexity

# 4.5.1 Reduce CREW ILS Support Complexity

The PSI contractor shall use PBL and commercial best practices with the CREW program to reduce complexity of the ILS support to CREW over the duration of the program.

# 4.5.2 Facilitate USMC Seamlessly Moving to Organic CREW Support

The contractor shall use PBL and commercial best practices with the CREW program to enable transition to organic support if desired by the USMC CREW.

# 5. Systems/Manufacturing Engineering Capability

The contractor will integrate the Systems/Manufacturing Engineering team into a single systems/manufacturing engineering organization. This organization will provide a systems/ manufacturing engineering capability to meet the objective of ensuring that VIKs can be designed and procured for unanticipated needs within a matter of weeks while following a formal systems engineering process.

# 5.1 Systems/Manufacturing Engineering Plan (SMEP) to Rapidly Produce Vehicle Integration Kits

# 5.1.1 SMEP Development

The contractor shall develop a comprehensive, tailored SMEP (CDRL A021) to support rapid design, development, integration, test, certification, and procurement of VIKs in accordance with the customer-supplied CREW System Performance Specification. A VIK may include but not be limited to the jammer, antennas, mounting brackets, cables, installation instructions, and testing to ensure that the antennas are placed in the locations that provide the best coverage while providing protection to the vehicle crew members from radiation hazards.

# 5.1.2 Rapid Design and Development of VIK

The contractor shall perform rapid design and development of VIKs in accordance with the SMEP. VIK design and development activities include the following:

- ◆ Size, Weight, Power, Cooling (SWaP-C) Analysis (CDRL A022)
- ◆ Design the VIK so that it is capable of mounting to the target vehicle without permanent modifications to the target vehicle
- Analysis to show that the VIK design does not introduce restrictions to transportation by air, sea, or land
- Preliminary Design Review (PDR). An agenda (CDRL A004) shall be posted three (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted not later than (5) working days after the review is completed.
- ◆ Critical Design Review (CDR). An agenda (CDRL A004) shall be posted three (3) working days prior to the review. Meeting minutes (CDRL A005) shall be not later than (5) working days after the review is completed. posted

# 5.1.3 Rapid Test and Integration of VIK

In accordance with the SMEP, the contractor shall perform VIK integration, verification, and test activities required in the USMC CREW Performance Specification. These activities shall include preparation of a Test and Evaluation Master Plan (TEMP) (CDRL A023). Test and integration results shall provide objective evidence that the applicable Performance Specification requirements have been satisfied. The contractor shall support a USMC CREW-executed thirdparty certification of the VIK Technical Data Package (TDP). Rapid test and integration under Delivery Orders may require all or a portion of the following tasks and activities:

- ◆ Test Readiness Review. Applicable for formal testing such as Dynamic Random Vibration and Shock, High Temperature Heat, Electromagnetic Radiation, and Electromagnetic Interference Testing. An agenda (CDRL A004) shall be posted three (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted not later than (5) working days after the review is completed
- Antenna Suite Pattern Testing Report (CDRL A024)
- Antenna Placement and Pattern Analysis Report (CDRL A025)
- ◆ Electromagnetic Interference Testing Report (CDRL A026)
- ◆ Electromagnetic Radiation Testing Report (CDRL A027)
- Dynamic Random Vibration and Shock Testing Report (CDRL A028)
- High Temperature Testing Report (CDRL A029)
- Power Testing Report (CDRL A030)
- Production Readiness Review. An agenda (CDRL A004) shall be posted three (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted not later than (5) working days after the review is completed
- ◆ Technicar Data rackage (1DP) (CDRL A031)
- ◆ Technical Manuals (CDRL A032).

## 5.1.3.1 Production Certification

The contractor shall conduct a quality assurance evaluation to certify that each manufactured VIK matches the approved design.

## 5.1.3.2 System Safety Assessment

Safety Assessment Report. The contractor shall perform a system safety assessment and deliver a Safety Assessment Report (SAR) (CDRL A033). The SAR shall document the safety risk being assumed prior to training, test, or operation of the CREW system. The SAR shall identify safety features of the system hardware and VIK design. Specific controls or precautions to be followed when using the CREW system shall verify compliance to safety requirements identified in the performance specification, if applicable. The contractor shall attach a completed System Safety Design Verification Checklist and Material Safety Data Sheets for hazardous materials to the SAR. The SAR shall be updated for each CREW system and VIK variant as required.

In the SAR, the contractor shall identify and document toxic and environmentally unacceptable materials used in CREW systems and VIKs; identify and document possible alternative materials; and recommend actions to eliminate or reduce the use of hazardous materials. The SAR shall address concerns about exposure to personnel during operational or maintenance procedures, to include fabrication, transportation, and set up and tear down, or resulting from damage to the equipment. The contractor shall identify material used in the system design that requires disposal as a hazardous waste, including hazardous materials incorporated into OEM parts or equipment.

# 5.1.4 Process for Development and Delivery of Required Technical Source Data, Drawings, and Manuals

The contractor shall provide a complete Product-Level Drawing Package for VIKs as appropriate. These product drawings shall include assembly drawings and detail drawings down to the piece part for items designed and developed at Government expense. The assembly and detail drawings shall provide design, engineering, manufacturing, and quality assurance requirements necessary to enable the procurement or manufacture of an interchangeable item that duplicates the physical and performance characteristics of the original product without additional design engineering or recourse to the original design activity. The product drawings shall provide the applicable technical source data and performance specification form, fit, function, and interface information needed for competitive procurement of items such as commercial off-the-shelf items that do not conform to recognized Government or industry specifications, nondevelopmental items; and items developed at private expense for which the Government has not acquired unlimited rights.

The contractor shall provide a TDP prepared in accordance with MIL-DTL-31000C. The TDP shall completely define the manufacture and installation of VIK hardware. The TDP shall include Fabrication Drawings, Cable Drawings, Parts Lists, Schematics, Installation Drawings, Specification Control Drawings, and Electrical and Mechanical Assembly Drawings.

The contractor shall develop Technical Manuals in accordance with MIL-STD-40051A. The manuals shall reference the military manuals associated with the specific equipment comprising the USMC CREW system.

### 5.1.5 VIK Metrics

The contractor shall identify and monitor VIK design metrics to enhance the VIK design and development process.

## 5.2 Plan to Procure and Produce VIKs at Short Notice

The contractor shall execute a Quick Reaction Capability design process in accordance with the SMEP to develop an approved TDP. The contractor shall support a USMC CREW-executed third-party certification of the VIK TDP. The TDP shall support rapid procurement actions required to produce designated volumes of VIK assemblies, within a matter of weeks, for unanticipated needs.

## 5.2.1 Plan for VIK Procurement at Short Notice

The contractor shall initiate appropriate purchase order actions to procure sufficient quantities of VIK component items to support the required VIK production efforts. The contractor shall provide a VIK bill of materials (BOM) (CDRL A034).

# 5.2.2 Procurement and Production Process for Short Notice VIKs

The contractor shall manage and control the receipt, inspection, inventory, and issue of VIK components for VIK production. The contractor shall perform an operational check bench test of each OEM jammer unit in accordance with approved acceptance test procedures (ATP) (CDRL 035) prior to the incorporation of each OEM jammer into a unique identification (UID)-serialized VIK assembly. ATP data for each serialized OEM jammer shall be recorded, retained, and controlled in accordance with the CMP. The contractor shall assign an upper level part number for those VIKs not serialized under the IUID program and shall track the VIK under this assigned part number. The contractor shall track individual components (i.e. mounting brackets, transit case, cables, and antennas) that are not part of an assigned VIK by the individual component part number using approved GFE inventory processes. The contractor shall conduct a quality assurance evaluation to certify that each manufactured VIK matches the approved design. Required deliverables are the following:

- VIK Assembly Load Plan Work Instruction (CDRL A036)
- ◆ Sequenced VIK Inventory Sheet (CDRL A037)
- ♦ Sequenced Electronic VIK Packing List for each UID-Serialized VIK Assembly (CDRL A038)
- ◆ Acceptance Test Procedure for OEM Jammer Variant (CDRL A039)
- ◆ Acceptance Test Result Data for each Serialized OEM Jammer Unit (CDRL A040)
- DD-250 for Completed UID-Serialized VIK Assembly Units Delivered (CDRL A041).

# 5.3 FRACAS Analysis and Sustaining Engineering

The contractor shall provide a sustaining engineering capability to perform failure analysis, failure root-cause analysis, and development of technical source data, drawings, and manuals.

# 5.3.1 Ability to Conduct Technical Failure Analysis and Develop Appropriate Corrective Actions

In support of the FOBs and vehicles identified in SOW Section 1.2 and future CREW systems, the contractor shall employ a FRACAS engineer as the focal point for failure analysis and root-cause analysis activities. Technical failure analysis shall be conducted during the Development through Support Life-cycle phases.

# 5.3.1.1 Technical Failure Analysis and Corrective Actions

The contractor shall conduct a Failure Review Board. An agenda (CDRL A004) shall be posted (DRL A005) shall be posted (CDRL A005) shall be posted (DRL A005)

review is completed. The contractor shall use a closed-loop FRACAS reporting system to supply data for failure analysis efforts. The contractor shall use MIL-HDBK-470 as guidance for data collection and analysis. The contractor shall prepare Failure Summary and Analysis Reports (CDRL A020) on a monthly basis in accordance with Exhibit A of this contract.

The contractor shall develop and implement appropriate corrective actions to address failures and their root causes and to reduce the likelihood of reoccurrence as part of meeting or exceeding ILS performance thresholds. Appropriate corrective action may include changes to design, manufacturing, testing, certification, manuals, documentation, training, storage, shipping, installation procedures, or operation procedures.

# 5.3.2 Maintaining Configuration Management Internal and External to the USMC CREW Program Office

The contractor shall maintain configuration control of technical source data, drawings, and manuals in accordance with the CMP to ensure that the contractor uses only approved, configuration-controlled data drawings and manuals to perform USMC CREW PSI services. The contractor shall provide configuration-controlled technical source data, drawings, and manuals for use within the USMC CREW program office.

#### 5.3.3 Sustaining Engineering

The contractor shall provide engineering support to coordinate technical efforts, participate in engineering change proposal review and approval, support continuous improvement of systems and manufacturing metrics, and resolve system safety issues. This support shall also include participating as co-chair of the Systems/Manufacturing IPT and performing site surveys as needed to support anticipated new VIK concepts.

# 6. Innovative and Emerging Technologies and Best Business Practices

#### 6.1 Innovative and Emerging Technologies

The contractor is encouraged to continually seek ways to incorporate innovative and emerging technologies that provide economic efficiency to the program and mission performance factors.

#### 6.2 Best Business Practices

The contractor will seek and apply best business practices in a manner that provides economic efficiency and continuous improvements to system and mission performance factors.

#### 6.3 Continuous Improvement

The contractor will identify and apply methodologies focused on continuous improvements to system and mission performance factors and the PSI effort.

#### INTEGRATED LOGISTICS SUPPORT

# The 10 Integrated Logistics Support (ILS) Elements.

The following paragraphs are taken from Army Regulation 700-127 *Integrated Logistics Support*, 19 Nov 1999 to explain the different elements of Integrated Logistics Support.

- 1. <u>Maintenance Planning:</u> Maintenance planning begins early in the acquisition process with development of the maintenance concept. It is conducted to evolve and establish requirements and tasks to be accomplished for achieving, restoring, and maintaining the operational capability for the life of the system. Maintenance planning relies on Level Of Repair Analysis (LORA) as a function of the system acquisition process. Maintenance planning will:
  - Define the actions and support necessary to ensure that the system attains the specified system readiness objectives within minimum Life Cycle Cost.
  - 2. Set up specific criteria for repair, including Built-In Test Equipment (BITE) requirements, testability, reliability, and maintainability; support equipment requirements; automatic test equipment); and manpower skills and facility requirements.
  - 3. State specific maintenance tasks, to be performed on the system.
  - 4. Define actions and support required for fielding and marketing the system.
  - 5. Address warranty considerations.
  - The maintenance concept must ensure prudent use of manpower and resources. When
    formulating the maintenance concept, analysis of the proposed work environment on the
    health and safety of maintenance personnel must be considered.
  - Conduct a LORA to optimize the support system, in terms of LCC, readiness objectives, design for discard, maintenance task distribution, support equipment and ATE, and manpower and personnel requirements.
  - 8. Minimize the use of hazardous materials and the generation of waste.
- 2. Supply Support: Supply support encompasses all management actions, procedures, and techniques used to determine requirements to:
  - 1. Acquire support items and spare parts.
  - 2. Catalog the items.
  - 3. Receive the items.
  - 4. Store and warehouse the items.
  - 5. Transfer the items to where they are needed.
  - 6. Issue the items.
  - 7. Dispose of secondary items.
  - 8. Provide for initial support of the system.
  - 9. Acquire, distribute, and replenish inventory.
- 3. <u>Support and Test Equipment:</u> Support and test equipment includes all equipment, mobile and fixed, that is required to perform the support functions, except that equipment which is an integral part of the system. Support equipment categories include:
  - 1. Handling and maintenance equipment.
  - 2. Tools (hand tools as well as power tools).
  - 3. Metrology and measurement devices.

- 4. Calibration equipment.
- 5. Test equipment.
- 6. Automatic test equipment.
- 7. Support equipment for on- and off-equipment maintenance.
- 8. Special inspection equipment and depot maintenance plant equipment, which includes all equipment and tools required to assemble, disassemble, test, maintain, and support the production and/or depot repair of end items or components. This also encompasses planning and acquisition of logistic support for this equipment.
- 4. Manpower and Personnel: Manpower and personnel involves identification and acquisition of personnel with skills and grades required to operate and maintain a system over its lifetime. Manpower requirements are developed and personnel assignments are made to meet support demands throughout the life cycle of the system. Manpower requirements are based on related ILS elements and other considerations. Human factors engineering (HFE) or behavioral research is frequently applied to ensure a good man-machine interface. Manpower requirements are predicated on accomplishing the logistics support mission in the most efficient and economical way. This element includes requirements during the planning and decision process to optimize numbers, skills, and positions. This area considers:
  - 1. Man-machine and environmental interface.
  - 2. Special skills.
  - 3. Human factors considerations during the planning and decision process.
- **5.** <u>Training and Training Devices:</u> Training and training devices support encompasses the processes, procedures, techniques, training devices, and equipment used to train personnel to operate and support a system. This element defines qualitative and quantitative requirements for the training of operating and support personnel throughout the life cycle of the system. It includes requirements for:
  - 1. Factory training.
  - 2. Instructor and key personnel training.
  - 3. New equipment training team.
  - 4. Resident training.
  - 5. Sustainment training.
  - 6. User training.
  - 7. HAZMAT disposal and safe procedures training.

Embedded training devices, features, and components are designed and built into a specific system to provide training or assistance in the use of the system. (One example of this is the HELP files of many software programs.) The design, development, delivery, installation, and logistic support of required embedded training features, mockups, simulators, and training aids are also included.

- **6.** <u>Technical data:</u> Technical Data and Technical Publications consists of scientific or technical information necessary to translate system requirements into discrete engineering and logistic support documentation. Technical data is used in the development of repair manuals, maintenance manuals, user manuals, and other documents that are used to operate or support the system. Technical data includes, but may not be limited to:
  - 1. Technical manuals.

- 2. Technical and supply bulletins.
- 3. Transportability guidance technical manuals.
- 4. Maintenance expenditure limits and calibration procedures.
- 5. Repair parts and tools lists.
- 6. Maintenance allocation charts.
- 7. Preventive maintenance instructions.
- 8. Drawings/specifications/technical data packages.
- 9. Software documentation.
- 10. Provisioning documentation.
- 11. Depot maintenance work requirements.
- 12. Identification lists.
- 13. Component lists.
- 14. Product support data.
- 15. Flight safety critical parts list for aircraft.
- 16. Lifting and tie down pamphlet/references.
- 17. Hazardous Material documentation.
- 7. <u>Computer Resources Support</u>: Computer Resources Support includes the facilities, hardware, software, documentation, manpower, and personnel needed to operate and support computer systems and the software within those systems. Computer resources include both stand-alone and embedded systems. This element is usually planned, developed, implemented, and monitored by a Computer Resources Working Group (CRWG) or Computer Resources Integrated Product Team (CR-IPT) that documents the approach and tracks progress via a Computer Resources Life-Cycle Management Plan (CRLCMP). Developers will need to ensure that planning actions and strategies contained in the ILSP and CRLCMP are complementary and that computer resources support for the operational software, and ATE software, support software, is available where and when needed.
- 8. Packaging, Handling, Storage, and Transportation (PHS&T): This element includes resources and procedures to ensure that all equipment and support items are preserved, packaged, packed, marked, handled, transported, and stored properly for short- and long-term requirements. It includes material-handling equipment and packaging, handling and storage requirements, and pre-positioning of material and parts. It also includes preservation and packaging level requirements and storage requirements (for example, sensitive, proprietary, and controlled items). This element includes planning and programming the details associated with movement of the system in its shipping configuration to the ultimate destination via transportation modes and networks available and authorized for use. It further encompasses establishment of critical engineering design parameters and constraints (e.g., width, length, height, component and system rating, and weight) that must be considered during system development. Customs requirements, air shipping requirements, rail shipping requirements, container considerations, special movement precautions, mobility, and transportation asset impact of the shipping mode or the contract shipper must be carefully assessed. PHS&T planning must consider:
  - System constraints (such as design specifications, item configuration, and safety precautions for hazardous material).
  - 2. Special security requirements.

- 3. Geographic and environmental restrictions.
- 4. Special handling equipment and procedures.
- 5. Impact on spare or repair parts storage requirements.
- 6. Emerging PHS&T technologies, methods, or procedures and resource-intensive PHS&T procedures.
- 7. Environmental impacts and constraints.
- 9. Facilities: The Facilities logistics element is composed of a variety of planning activities, all of which are directed toward ensuring that all required permanent or semi-permanent operating and support facilities (for instance, training, field and depot maintenance, storage, operational, and testing) are available concurrently with system fielding. Planning must be comprehensive and include the need for new construction as well as modifications to existing facilities. Facility construction can take from 5 to 7 years from concept formulation to user occupancy. It also includes studies to define and establish impacts on life cycle cost, funding requirements, facility locations and improvements, space requirements, environmental impacts, duration or frequency of use, safety and health standards requirements, and security restrictions. Also included are any utility requirements, for both fixed and mobile facilities, with emphasis on limiting requirements of scarce or unique resources.
- 10. Design Interface: Design interface is the relationship of logistics-related design These design parameters are expressed in operational terms rather than as inherent values and specifically relate to system requirements and support costs of the system. Programs such as "design for testability" and "design for discard" must be considered during system design. The basic items that need to be considered as part of design interface include:
  - 1. Reliability requirements.
  - 2. Maintainability requirements.
  - 3. Standardization requirements.
  - 4. Interoperability requirements.
  - 5. Safety requirements.
  - 6. Security requirements.
  - 7. Usability requirements.
  - 8. Environmental and HAZMAT requirements.
  - 9. Privacy requirements, particularly for computer systems.
  - 10. Legal requirements.

#### SECTION E - INSPECTION AND ACCEPTANCE

The	Acceptance/Inspection Sche INSPECT AT Origin	edule for CLIN 0001 has bee INSPECT BY Government	en changed from: ACCEPT AT Origin	ACCEPT BY Government
To:	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY

	Destination	Government	Destination	Government
The	Acceptance/Inspection Schedule for C INSPECT AT Origin	CLIN 0008 has bee INSPECT BY Government	n changed from: ACCEPT AT Origin	ACCEPT BY Government
To:	INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
The	Acceptance/Inspection Schedule for INSPECT AT Origin	CLIN 0009 has bee INSPECT BY Government	en changed from: ACCEPT AT Origin	ACCEPT BY Government
To:	INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
The	Acceptance/Inspection Schedule for INSPECT AT Origin	CLIN 0101 has bee INSPECT BY Government	en changed from: ACCEPT AT Origin	ACCEPT BY Government
To:	INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
The	Acceptance/Inspection Schedule for INSPECT AT Origin	CLIN 0108 has bee INSPECT BY Government	en changed from: ACCEPT AT Origin	ACCEPT BY Government
To:	INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
The	Acceptance/Inspection Schedule for INSPECT AT Origin	CLIN 0109 has bed INSPECT BY Government	en changed from: ACCEPT AT Origin	ACCEPT BY Government
To:	INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
The	Acceptance/Inspection Schedule for INSPECT AT Origin	CLIN 0201 has be INSPECT BY Government	en changed from: ACCEPT AT Origin	ACCEPT BY Government
To:	INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government

The Acceptance/Inspection Sched	lule for CLIN 0208 has be	een changed from:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
То:			
INSPECT AT	<b>INSPECT BY</b>	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government
The Acceptance/Inspection Scheo	hule for CLIN 0209 has be	een changed from:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
То:			
INSPECT AT	<b>INSPECT BY</b>	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government
The Acceptance/Inspection Sched	lule for CLIN 0301 has be	een changed from:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
		g	Government
o:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government
The Acceptance/Inspection Sched	ule for CLIN 0308 has be	en changed from:	
INSPECT AT	INSPECT BY	ACCEPT AT	A CCEPT DV
Origin	Government	Origin	ACCEPT BY Government
	oo rommone	Origin	Government
o:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government
The Acceptance/Inspection Schedu	ule for CLIN 0309 has be	en changed from:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
`o:			
INSPECT AT	<b>INSPECT BY</b>	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government
The Acceptance/Inspection Schedu	ile for CLIN 0401 has bee	en changed from:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
o:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government
		and the same of the same of	Government

The Acceptance/Inspection Sched	ule for CLIN 0408 has bee	en changed from:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
To:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government
The Acceptance/Inspection Sched	ule for CLIN 0409 has be	en changed from:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
To:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

**CONTRACT ADMINISTRATION DATA** 

### G-1. CONTRACT ADMINISTRATION

The Defense Contract Management Agency (DCMA) office for this contract is:

DCMA SAN DIEGO (S0514A) 7675 DAGGET STREET, SUITE 200 SAN DIEGO, CA 92111-2241

Contract administration within the USCENTCOM AOR is sub-delegated to the Joint Contracting Command – Iraq/Afghanistan on an "as required" basis. The delegation will be limited to directing movement in accordance with the terms of the contract, to prevent loss of life or injury, to investigate any incidents that arise during the period of performance and take the necessary actions as a result of the investigation.

#### G-2. PAYING OFFICE

The paying office for this contract is:

DFAS-COLUMBUS CENTER (HQ0339) DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381

# G-3. ACCOUNTING CLASSIFICATION REFERENCE NUMBER (ACRN):

The Accounting Classification Reference Number (ACRN) is the double letter prefix to the long line accounting classification number contained in the accounting data sheet attached to the awarded contract, or listed below. It is used as a method for tracking expenditures against individual contract line items. In instances where multiple long line accounting classification numbers are applicable to single line items, each will be prefixed by a separate ACRN. Each line item, sub-line item, task and subtask listed in the schedule or SOW shall have an accounting classification reference number assigned at the time of award or upon issuance of the task or delivery order.

# FUNDING SHALL BE SPECIFIED IN THE INDIVIDUAL DELIVERY ORDERS

#### G-4. POST-AWARD ORIENTATION CONFERENCE

A Post Award Orientation Conference (PAOC) shall be held at the contractor's facility within thirty (30) calendar days after contract award. However, an initial "Contract Kick-Off Meeting" may be required shortly after contract award to provide initial introductions and to discuss objectives of the PAOC. The purpose of the PAOC is for the contractor to provide progress assessments, to review technical and other specialty area status, and to establish schedule dates for near term critical meetings/actions. The contractor shall present their management plan, key personnel, and program implementation processes.

#### G-5. PROCURING CONTRACTING OFFICER

The Procuring Contracting Officer for this procurement is:

Mr. Albert Whitley MARCORSYSCOM Voice (703) 432-3186 albert.whitley@usmc.mil

FedEx or equivalent carrier address:

COMMANDER
MARCORSYSCOM (CT-0271)
ATTN: ALBERT WHITLEY
MATERIEL MANAGEMENT
2201A WILLIS STREET
QUANTICO, VA 22134-6050

United States Postal Service address:

COMMANDER
MARCORSYSCOM (CT-0271)
ATTN: ALBERT WHITLEY
2200 LESTER STREET

## QUANTICO, VA 22134-6050

# G-6. ELECTRONIC INVOICING PROCEDURES (MARCORSYSCOM FEB 2006)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at <a href="https://www.ccr.gov">https://www.ccr.gov</a> and (ii) register to use WAWF-RA at the <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>.

The USMC WAWF-RA point of contact is <u>MR. ROBERT KRCH</u> and can be reached at 703-432-3356 or via email at <u>robert.krch@usmc.mil</u>. The alternate point of contact is <u>MS</u>. <u>CARLA BROWN</u> and can be reached at 703-432-3189 or via email <u>carla.brown@usmc.mil</u>.

The contactor is directed to use the Invoice and Receiving Report (Combo) format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DoDAAC (M67854) as the DoDAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

#### Data entry information in WAWF:

Payment Office DoDAAC: HQ0339
Issue By DoDAAC: M67854
Admin Office DoDAAC: S0514A

Ship to Supply: M67854 Ext PG12
Service Acceptor DoDAAC (Services): M67854 Ext PG12

Service Acceptor DoDAAC (Supplies): S0514A

Contract Number: M6785409D7005

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on "Send Additional Email Notifications" block on the page that appears. Add the primary point of contact's email address (provided above) in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

Additional email notification of invoices:

Contracts: <u>albert.whitley@usmc.mil</u> Logistics: <u>carla.brown@usmc.mil</u> NOTE: The POCs identified above are for WAWF issues only. Any other contracting questions/problems should be addressed to the POC identified in Section A of the contract.

# CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

- (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 Work Flow (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.
- (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 authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;
- (2) DoD is unable to receive a payment request or provide acceptance in electronic form;
- (3) 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; or
- (4) 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).

- (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 payments requests.

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified: SPECIAL CONTRACT REQUIREMENT

#### H-1. Constructive Change Orders.

- H-1.1. No order, statement, or conduct of Government personnel who might visit the Contractor's facility or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- H-1.2. No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.
- H-1.3. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the Contractor effects any change(s) at the direction of any person other than the Contracting Officer, these change(s) will be at the Contractor's expense. No adjustment shall be made in the contract price or other contract terms and conditions, as the Contracting Officer did not approve consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the Contractor may be held financially responsible for its correction.

#### H-2. Issuance of Delivery Orders

Firm Fixed Price Delivery Orders shall be priced in accordance with the prices as shown in Section B. Each delivery order shall contain, among other information, the date of the order, the order number, the exact quantity of units to be delivered, delivery or performance, place of delivery, any special shipping instructions, pricing, and accounting and appropriation data. The unit price of each delivery order will be determined by the number of units ordered on a given delivery order. Individual orders will be issued using the single price for the increment that corresponds to the total quantity being purchased on that order. Quantities specified in individual

delivery orders may be modified prior to final delivery of items purchased under a particular delivery order, in which case additional quantities will be purchased at the price previously established by that delivery order if mutually agreed to between the Government and the Contractor. For pricing purposes, quantities are not cumulative from order to order. Delivery orders incorporate all clauses of this contract by reference.

- H-3. Incorporation of Representations and Certifications by Reference. All representations and certifications and other written statements made by the contractor in response to SECTION K at the request of the Contracting Officer, incident to the award of the contract, are hereby incorporated by reference with the same force and effect as if they were given in full text. The Offeror has completed the annual representations and certifications electronically via the Business Partner Network (BPN) web site at <a href="http://orca.bpn.gov">http://orca.bpn.gov</a> and has submitted any changes pertaining to this specific solicitation to the Contracting Officer. These amended representation(s) and/or certifications, if any, are also incorporated in the Offeror's proposal and are current, accurate, and complete as of the date of this contract.
- H-4. Responsibility in Subcontracting. The Contractor shall provide the technology processes, test procedures, data, drawings, and/or other information required to facilitate competition to the fullest extent feasible, and assure performance by selected subcontractors. The Contractor will be fully responsible for assuring that all appropriate contractual provisions and clauses are passed down to its subcontractors, and that those provisions are enforced.

#### H-5. Organizational Conflict of Interest.

- H-5.1. The term "Organizational Conflict of Interest" means the following:
- (1) 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; (2) or the person's objectivity in performing the contract work is or might be otherwise impaired; (3) or a person has an unfair competitive advantage. See FAR Part 9, Subpart 9.5.
- H-5.1.2. The Contractor warrants that, to the best of its knowledge and belief, it does not have any organizational conflict of interest, as defined in FAR Part 9, Subpart 9.5.
- H-5.1.3. The Contractor agrees that, if in the performance of this contract it discovers a potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action(s) that the Contractor has taken or proposed to take to avoid, eliminate, or neutralize the conflicts. In the event that the Contractor does not disclose a known potential conflict to the Contracting Officer, the Government may terminate the contract for default.
- H-5.1.4. If the Contractor is directed by authorized Government personnel (e.g., by written tasks or verbal directions, in a Program review or otherwise) to perform services, in which, the Contractor believes constitute a potential organizational conflict of interest; the Contractor shall notify the Contracting Officer in writing. This written notification shall include the nature of the conflict of interest, and shall be submitted to the Contracting Officer within ten (10) days after receipt of the Government directive. A written determination shall be made by the Contracting

Officer. The Contractor shall not expend any effort towards the performance of the services in question until this determination has been made or unless otherwise directed by the Contracting Officer.

- **H-6.** Notwithstanding any provision to the contrary contained elsewhere in the contract, the Contracting Officer is the only person authorized to approve and issue modifications to the contract. Any modification, in order to be effective, shall be issued in writing by the Contracting Officer.
- H-7. Contractor Commitments. Any written commitment by the Contractor within scope of and related to the contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for damages. Written commitments by the Contractor are further defined as follows:
- H-7.1. Any representation by the Contractor in an order or supporting documents, as to training be provided, services to be performed or any other similar matters, regardless of the fact that the duration of such commitment may exceed the duration of the contract.
- H-7.2. An order placed under this contract is not complete until the order terms and conditions have been met.
- H-8. Contractor Notice Regarding Late Delivery: In the event the Contractor for any reason anticipates or encounters difficulty in complying with the contract delivery schedule or in meeting any of the other requirements of the contract, it shall immediately notify the Contracting Officer in writing, with a copy to the cognizant Administrative Contracting Officer (ACO), if assigned, giving pertinent details. However, this data shall be considered informational only in character and receipt by the Government shall not be construed as a waiver by the Government of (a) any delivery schedule or date, or (b) compliance with any other contract requirement by the Contractor, or (c) any other rights or remedies provided to the Government by law or under this contract.
- H-9. DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (Revised January 15, 2009) (See DFARS 225.74)

NOTE: Contractors shall make note of the timeline for processing deploying personnel in accordance with the instructions contained in Attachment 3 – Contractor Deployment Requirements.

#### H-9.1. Definitions.

"Designated operational areas" include, but are not limited to, such descriptors as theater of war, theater of operations, joint operations area, amphibious objective area, joint special operations area, and area of operations. See DoD Joint Publication 3-0, Joint Operations, Chapter II, Paragraph 5, "Organizing the Operational Areas," at <a href="https://jdeis.js.mil/jdeis/index.jsp">https://jdeis.js.mil/jdeis/index.jsp</a> (select "Browse Joint Pubs" under "Joint Doctrine" heading).

# H-10. Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States.

- (1) DoDI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, serves as a comprehensive source of DoD policy and procedures concerning DoD contractor and subcontractor personnel authorized to accompany the U.S. Armed Forces. Such personnel—
  - (i) May include U.S. citizens, U.S. legal aliens, third country nationals, and local nationals;
  - (ii) May be employees of external support, systems support, or theater support contractors, as defined in Enclosure 2 of DoDI 3020.41; and
  - (iii) Are provided with an appropriate identification card under the Geneva Conventions (also see DoDI 1000.1, Identity Cards Required by the Geneva Conventions).
- (2) Not all contractor personnel in a designated operational area are authorized to accompany the U.S. Armed Forces. For example, contractor personnel performing reconstruction contracts generally are not authorized to accompany the U.S. Armed Forces.
- (3) Also see PGI 207.105(b)(20)(C) for special considerations for acquisition planning for crisis situations outside the Untied States.

### H-11. JCC-I/A CLAUSE 952.225-0009 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES (MAR 2009)

- (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, <u>and U.S.</u> <u>employees</u>, working on military have been screened for and do not currently have active tuberculosis (TB).
- (1) Contractors may utilize a testing method of either a chest x-ray or TB skin test (TST).
- (i) Chest x-rays shall be taken and TBTs administered within 90 days prior to the start of employment.
- (ii) Screening may be performed either by a licensed medical provider from the local economy or by contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.
- (2) TB screening documentation will be required by the responsible Base Defense Operations Center (BDOC) prior to issuance of base access badges.
- (b) Contractor employees, including subcontractors at any tier, who work in positions where they are working with food or water production and distribution, shall have current Typhoid and Hepatitis "A" (full series) vaccinations, in addition to the TB tests required above.

(1) At least the first inoculation in the Hepatitis "A" series must be given prior to the start of employment, with continuation and completion of the inoculation series. The Typhoid inoculation must be completed within two years prior to the date of employment in the food and water service capacity.

(i) Once the complete Hepatitis "A" vaccination series is completed, it does not have to be repeated. The Typhoid vaccination requires a booster immunization every three years.

(ii) Proof of individual employee vaccination shall be provided to the Contracting Officer and maintained by the Contractor for examination by the Contracting Officer.

(End of Clause)

### H-12. JCC-I/A CLAUSE 952.225-0004 COMPLIANCE WITH LAWS AND REGULATIONS (MAR 2009)

- (a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.
- (b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.
- (c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.
- (d) Contractor employees performing in the USCENTCOM Area of Operations (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.
- (e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for

a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

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

### H-13 JCC-I/A CLAUSE 952.222-0001 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (MAR 2009)

- (a) All contractors ("contractors" refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.
- (b) Contractors are also required to comply with the following provisions:
- (1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- (2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.
- (3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- (4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

- (5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.
- (6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.
- (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.

### H-14. JCC-I/A CLAUSE 952.223-0001 REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (MAR 2009)

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

Report the following information:

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

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)

### ARMED PERSONNEL INCIDENT REPORTS, (MAR 2009)

- (a) All contractors and subcontractors in the Multi-National Forces-Iraq (MNF-I) or Combined Joint Task Force (Afghanistan) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I or CJTF forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective MNF-I or CJTF Commanders relating to force protection and safety.
- (b) IRAQ: Contractors shall provide all incidents and use of weapons firing incidents to the MNC-I Contractor Operations Cell (CONOC) as soon as practical, based upon the situation, and submit a written report to CONOC within 4 hours. The initial report shall include the name of the company, location of the incident, time when the incident occurred, a brief description of the events leading up to the incident, and a company point of contact. A follow-up, comprehensive written report shall be provided to the CONOC within 96 hours of the incident. Reports shall be submitted to CONOC at: <a href="maintie3conoc@iraq.centcom.mil">mncic3conoc@iraq.centcom.mil</a>; DSN 318-435-2369; Iraqna 0044 203 239 5894; or Skype: MNCICONOC.
- (c) **AFGHANISTAN**: Contractors shall report all incidents and use of weapons through their Contracting Officers who will notify the JOC Watch at Bagram AB. (JOC SHIFT DIRECTOR, DSN: 318-431-4116; SVOIP: 431-7108) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The JOC Watch duty officer will issue guidance for further reporting requirements.
- (d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/JOC Watch.

### H-16. JCC-I/A CLAUSE 952.225-0003 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (MAR 2009)

- (1) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.
- (2) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate **CENTCOM** Service Component (ie. **ARCENT**, **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 protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI >/= 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< Iyear) of mood disorder, thought disorder, anxiety, somotoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

- (3) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.
- (4) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.
- (5) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated 4 June 2008, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.
- (a) Inpatient daily rate: \$2,041.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

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

### H-17. JCC-I/A CLAUSE 952.225-0005 MONTHLY CONTRACTOR CENSUS REPORTING (MAR 2009)

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

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

### H-18. JCC-I/A CLAUSE 952.225-0001 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (MAR 2009)

NOTE: Because the PSI Contractor is not authorized to carry weapons under the terms of this contract, this clause becomes self-deleting.

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, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

DODI 3020.41, Program Management for Acquisition and Operational Contract Support in Contingency Operations;

DFARS 252.225-7040, Contractor Personnel Supporting a Force Deployed Outside the United States;

Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility

CPA Order #17, Registration Requirements for Private Security Companies, dated 27 Jun 04; U.S. CENTCOM Policy Letter, Mod 1, Personal Protection and Contract Security Service Arming, dated 7 Nov 2006

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

The specific location where the PSC will operate;

The persons and/or property that require protection;

The anticipated threat;

The required weapon types; and

The reason current security/police forces are inadequate.

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

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

Weapons Qualification/Familiarization. All employees must meet the qualification requirements 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.

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.

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

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

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

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

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

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

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

Verify with MNC-I or Afghanistan RCE – CG Provost Marshal that no employee has been barred by any commander within Iraq or Afghanistan; and Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.

Required Contractor Acknowledgements. Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR: Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination. Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.

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

Authorized Weapon & Ammunition Types. Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan: The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).

The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

U.S. government Ball ammunition is the standard approved ammunition.

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

Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);

Carry weapons only when on duty or at a specific post;

Not conceal any weapons, unless specifically authorized;

Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and IAW USCENTCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or and exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.

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.

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

Taking a direct part in hostilities or combat actions, other than to exercise self-defense; Failing to cooperate with Coalition and Host Nation forces;

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

Failing to use a graduated force approach;

Failing to treat the local civilians with humanity or respect; and

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

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.

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.

Quarterly Reporting. The prime contractor will report quarterly (i.e. NLT: 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract: The total number of armed civilians and contractors; The names and contact information of its subcontractors at all tiers; and A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

(End of Clause)

H-19. JCC-I/A Clause 5152.225-5001 Contractor Personnel Accompanying the Force with Performance in the USCENTCOM AOR

Persons convicted by a U.S. court for a crime against host country nationals shall not be employed by prime contractors or subcontractors to perform work within the United States Central Command (USCENTCOM) Area Of Responsibility (AOR).

This clause only applies to the following USCENTCOM AOR: Afghanistan, Bahrain, Egypt, Iran, Iraq, Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Lebanon, Oman, Pakistan, Qatar, Saudi Arabia, Syria, Tajikistan, United Arab Emirates, Uzbekistan, and Yemen.

### H-20. Reserved

### H-21. Antiterrorism/force protection.

#### H-21.1. General.

Information and guidance pertaining to DoD antiterrorism/force protection policy for contracts that require performance or travel outside the United States can be obtained from the following offices:

- (1) For Army contracts: HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832.
- (2) For Navy contracts: Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.
- (3) For Marine Corps contracts: CMC Code POS-10; telephone, DSN 224-4177 or commercial (703) 614-4177.
- (4) For Air Force and Combatant Command contracts: The appropriate Antiterrorism Force Protection Office at the Command Headquarters. Also see <a href="https://atep.dtic.mil">https://atep.dtic.mil</a>.
- (5) For defense agency contracts: The appropriate agency security office.
- (6) For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD (SOLIC); telephone, DSN 227-7205 or commercial (703) 697-7205.

## H-22. Guide to Iraq Implementation of DFARS 252.225-7040, Contractor Personnel Authorized to Accompany Armed Forces Deployed Outside the United States.

This clause expands the following paragraphs contained in **DFARS 252.225-7040** to further explain what is authorized the deployed contractors.

Paragraph (c)(1) **Support - Contractor Security**. Contractor personnel will be provided with adequate security during all phases of the deployment. The contractor shall ensure that the Field Service Representatives (FSRs) do not venture outside the fence line of the Forward Operating Base (FOB) without adequate security. Guard tower coverage (only) at FOB Entry Control Points and/or riding in exposed vehicles during convoys is not permitted. If FSRs need to maintain a CREW system and the U.S. military cannot not provide adequate security, the FSRs shall NOT proceed outside the FOB.

Paragraph (c)(2) **Support - Medical Care**. Medical treatment is limited to resuscitative and stabilization care.

Paragraph (c)(3) **Support – Personnel.** The contractor is responsible for all personnel support unless otherwise provided for in the Statement of Work. The Government will provide the following items/access to the assigned contractor personnel in theatre: work space, communication services (normally limited to computer and telephone – when available at the work site), FSR tool kits, APO/FPO, Billeting, CAC/ID, Commissary, DFAC, excess baggage allowance of up to 100 pounds (166 pounds of total baggage), government furnished meals, military banking, military exchange, military issued equipment, MILAIR, MWR, resuscitative medical care and transportation.

Paragraph (c)(4) **Support – Letter of Authorization**. Contractor privileges and support are identified in the Letter of Authorization (LOA) issued via the Synchronized Predeployment & Operational Tracker (SPOT). **No personnel are authorized entry into the theater for MORE**THAN 30 DAYS without a SPOT generated LOA

Paragraph (f) **Processing and Departure Points.** Contractor personnel will process into and out of the Deployment Processing Center (DPC) at Camp Lejeune, NC.

Paragraph (j) Weapons. Contractor personnel are NOT authorized to carry weapons in theatre.

### H-23. Deleted

SECTION I - CONTRACT CLAUSES

The following have been modified:

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

- (a) Contract line item(s) 0X46 and 0X12 are incrementally funded. For these item(s), the sum of \$250,000,00 and \$519,570,00, respectively, of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination

of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least which the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract if fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

As required by individual delivery orders. (End of clause)

(End of Summary of Changes)

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## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
0001		QUANTITY 12	Months	\$279,700.00	\$3,356,400.00
	Program Management FFP Program Management Year 1 FOB: Destination PURCHASE REQUEST	NUMBER: M678	5409RCPC796	0002	
10.				MAX NET AMT	\$3,356,400.00
			4		
ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
000101	To the GLDL Business	QUANTITY UNDEFINED	Months	UNDEFINED	\$0.00
	Funding SLIN: Program FFP Program Management Year 1	Wanagement			
	FOB: Destination MILSTRIP: M6785409R PURCHASE REQUEST	CPC796 NUMBER: M678	5409RCPC796	50002	
					1
		3.0		MAX NET AMT	- \$0.00
	ACRN AA CIN: M6785409RCPC79	0600020001			\$3,356,400.00

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ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE		MAX AMO	
0002		QUANTITY 125	Manmont h	\$8,600.00		\$1,075,00	0.00
	Maintenance Technician			2 - 140			
	FFP Maintenance Technician, Year 1	CONUS (O-Leve	0)				C
	FOB: Destination PURCHASE REQUEST	NUMBER: M678	5409RCPC7960	0002			
				MAX NET AMT		\$1,075,0	00.00
				TIDI ZINIZ			
				*			
						4 -	
				40			
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMO	
000201		UNDEFINED	Manmont h	UNDEFINED			\$0.00
	Funding SLIN: Maintena						
	Maintenance Technician, Year 1	CONUS (O-Leve	el)				
	FOB: Destination						
	MILSTRIP: M6785409R PURCHASE REQUEST	CPC796 NUMBER: M67	85409RCPC796	0002		*	
					-		
				MAX NET AMT			\$0.00
	ACRN AA CIN: M6785409RCPC75	9600020002					\$0.00

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MAX AMOUNT UNIT PRICE UNIT SUPPLIES/SERVICES MAX ITEM NO QUANTITY \$13,622,400.00 \$26,400.00 Manmont 516 0003 h Maintenance Technician Maintenance Technician, OCONUS (O-Level) Year 1 FOB: Destination PURCHASE REQUEST NUMBER: M6785409RCPC7960002 \$13,622,400.00 MAX NET AMT MAX AMOUNT UNIT PRICE UNIT MAX SUPPLIES/SERVICES ITEM NO

Manmont

h

UNDEFINED

Funding SLIN: Maintenance Technician

Maintenance Technician, OCONUS (O-Level)

Year 1

000301

FOB: Destination

MILSTRIP: M6785409RCPC796

PURCHASE REQUEST NUMBER: M6785409RCPC7960002

**OUANTITY** 

UNDEFINED

MAX \$0.00 NET AMT

ACRN AA

CIN: M6785409RCPC79600020003

\$13,622,400.00

\$0.00

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MAX AMOUNT UNIT UNIT PRICE ITEM NO SUPPLIES/SERVICES MAX **OUANTITY** \$2,685,200.00 \$27,400.00 Manmont 98 0004 h Maintenance Technician Maintenance Technician, OCONUS Original Equipment (OEM), (I-Level) Year 1 FOB: Destination PURCHASE REQUEST NUMBER: M6785409RCPC7960002 \$2,685,200.00 MAX NET AMT

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

O00401 UNDEFINED Manmont UNDEFINED \$0.00

Funding SLIN: Maintenance Technician FFP

FFP
Maintenance Technician, OCONUS Original Equipment (OEM), (I-Level)
Year 1
FOB: Destination

MILSTRIP: M6785409RCPC796 PURCHASE REQUEST NUMBER: M6785409RCPC7960002

> MAX \$0.00 NET AMT

ACRN AA CIN: M6785409RCPC79600020004 \$2,685,200.00

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ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
TIEMINO	BOILELL	QUANTITY	n 11	\$1.00	\$669,800.00
0009		669,800	Dollars, U.S.	φ1.00	
,	n' - + Coots		0.5.		
	Other Direct Costs FFP				
	Other Direct Costs (ODC)			- (*	
*	Year 1.				
	FOB: Destination PURCHASE REQUEST 1	NUMBER: M678	5409RCPC796	0002	40
		*			 
				26437	\$669,800.00
				MAX NET AMT	\$000,000.00
				MEI WAIT	
		45			
			*		
	19				
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000901		UNDEFINED	Manmont	UNDEFINED	\$0.00
000901			h		
	Funding SLIN: Other Dir FFP	ect Costs			
	Other Direct Costs (ODC	)			
	Year 1				
	FOB: Destination MILSTRIP: M6785409R	CPC706 .			
	PURCHASE REQUEST	NUMBER: M678	35409RCPC79	60002	
				1.	
	\			14.37	90.00
				MAX NET AMT	\$0.00
				IAET WALL	
	ACRN AA				\$450,000.00
	CDL M6795400D CDC70	600020000		1.	

CIN: M6785409RCPC79600020009

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ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

QUANTITY
UNDEFINED Dollars, UNDEFINED \$250,000.00

U.S.

Rotator Flights

COST

Rotator Flights In Theater

Year 1

FOB: Destination

PURCHASE REQUEST NUMBER: M6785409RCPC7960002

MAX COST \$250,000.00

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

QUANTITY

UNDEFINED UNDEFINED \$0.00

Funding SLIN: Rotator Flights

COST

Rotator Flights in Theater

Year 1

FOB: Destination

MILSTRIP: M6785409RCPC796

PURCHASE REQUEST NUMBER: M6785409RCPC7960002

MAX COST UNDEFINED

\$250,000.00

ACRN AA

CIN: M6785409RCPC79600020010

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ITEM NO

SUPPLIES/SERVICES

MAX

UNIT

UNIT PRICE

MAX AMOUNT

0011

*QUANTITY* UNDEFINED

NSP

CDRLs

FFP Contract Data Requirements List (CDRL)

Year 1

FOB: Destination

PURCHASE REQUEST NUMBER: M6785409RCPC7960002

MAX NET AMT

ITEM NO

SUPPLIES/SERVICES

MAX

UNIT

UNIT PRICE

MAX AMOUNT

0012

**QUANTITY** UNDEFINED

Dollars, U.S.

UNDEFINED

\$425,000.00

Travel

COST

Flight must be approved by Contracting Officer or designated representative, in advance. Travel is in accordance with the Joint Travel Regulations (JTR). OCONUS Travel is limited to one round trip per person. All Travel is limited to the actual cost burdened

Year 1

FOB: Destination

PURCHASE REQUEST NUMBER: M6785409RCPC7960002

MAX COST

\$425,000.00

M67854-09-D-7005 0001 Page 9 of 68

ITEM NO

SUPPLIES/SERVICES

MAX

UNIT

UNIT PRICE

MAX AMOUNT

001201

QUANTITY

Dollars, U.S.

UNDEFINED

\$0.00

Funding SLIN: Travel

COST

Flight must be approved by Contracting Officer or designated representative, in advance. Travel is in accordance with the Joint Travel Regulations (JTR). OCONUS Travel is limited to one round trip per person. All Travel is limited to the actual cost burdened (b) (4)

Year 1

FOB: Destination

MILSTRIP: M6785409RCPC796

PURCHASE REQUEST NUMBER: M6785409RCPC7960002

MAX COST

UNDEFINED

\$425,000.00

ACRN AA

CIN: M6785409RCPC79600020012

Section C - Descriptions and Specifications

### STATEMENT OF WORK

### 1. Introduction

The contractor shall provide Program Management, Field Service Representatives and Logistics Support to the USMC CREW program in CONUS and OCONUS locations.

1.1 Objectives

The PSI will enable the Marine Corps to control program costs while extending the service life and effectiveness of CREW systems for the warfighter. The contractor will implement a program management approach that demonstrates a thorough understanding of the principal management objectives facing USMC CREW systems during the contract period of performance. The objectives guiding the USMC CREW PSI program management approach include:

1. Program Management:

a. Reduce the number of program management contracting teams to oversee the USMC CREW 2.0 and 2.1 systems from three program management teams to one integrated, cohesive program management contracting team.

b. Provide for formalized tracking of the PSI's efforts with respect to risks, metrics, and

schedule.

c. A seamless transition of current sole-source contracted efforts to the selected PSI and maintain or exceed the current level of USMC CREW systems support.

2. Integrated Logistics Support (ILS)

a. Significantly reduce the complexity of the ILS support within USMC CREW program office from three sole-source contracts and one Government-Furnished Equipment (GFE) provider (PMS 408) to one ILS support structure and Failure Reporting and Corrective Action System (FRACAS) reporting system.

b. Establish ILS support that will allow the USMC CREW to seamlessly move to organic support when and if the USMC decides organic support is ready to meet USMC CREW

needs.

c. Manage and monitor the health of the USMC CREW systems by meeting or exceeding the ILS-related performance thresholds for:

Operational Availability (Ao) of 0.84 (0.98 objective) through logistic approaches under contractor control as the PSI.

Reduce mean down time by 50% from approximately 2 hours to 1 hour.

Reduce logistics footprint of personnel support for deployed systems from approximately one contractor logistics support (CLS) and field service representative (FSR) per 100 systems to one FSR per 125 systems.

Reduce the overall storage requirement within the continental United States (CONUS) and outside the continental United States (OCONUS) by streamlining the spares provisioning process. Additionally, take the necessary actions to reduce the number of storage facilities required for CREW material storage.

### CREW Systems—Total Systems Support Package

The contractor's Total Systems Support Package (TSSP) Plan shall describe how SAIC will implement and execute the comprehensive PSI tasking for the USMC CREW program. The

TSSP shall integrate the PSI Program Management Plan (PMP), Integrated Logistics Support Plan (ILSP), and Systems Manufacturing Engineering Plan (SMEP) and detail their interrelationship.

3. Management Approach

The contractor shall manage the full range of support services required to meet the USMC CREW's operational responsibilities identified in the CREW Systems Performance Specifications, this statement of work (SOW), the objectives outlined in paragraph 1.1 of this SOW and other program documentation (listed in request for proposal [RFP] M67854-09-R-7005, Section J) and carried forward to Section J of this contract.

The contractor's approach shall ensure that the necessary personnel, materials, equipment, training, software, application software development and maintenance, facilities, configuration management, and related services are available to meet or exceed USMC CREW program objectives.

The PSI contractor shall implement a comprehensive, cohesive, and effective team to seamlessly support the USMC CREW program office in the product support of CREW systems fielded within the USMC.

3.1 Organizational Structure

The contractor shall establish an organizational structure for the entire PSI contracting team that includes effective reporting and management authority relationships along with established management controls and close interrelationships with USMC CREW counterparts, integrated product teams (IPTs), and working groups (WGs).

#### 3.1.1 Manning

3.1.1.1 Key Personnel

The contractor shall identify and provide the necessary key personnel to manage the USMC CREW PSI program in accordance with the USMC CREW PSI PMP, to include key personnel resumes, job descriptions, and duty locations. The contractor's program manager (PM) shall be the single point of contact with USMC CREW for communications regarding PSI program management and USMC CREW support systems performance.

3.1.1.2 CREW Program Staffing

The contractor shall ensure that USMC CREW PSI is adequately and appropriately staffed and trained throughout the contract transition period and beyond in accordance with Delivery Order requirements.

3.1.1.3 Subcontractor Management Process

The contractor shall develop and administer a process for managing subcontractors, associate contractors, and other relevant entities required for successful execution of the overall PMP.

### 3.1.2 Integrated Product Teams and Working Groups and Interrelationships with the Government, Contractors, and Subcontractors

3.1.2.1 Integrated Product Teams

The contractor shall initially establish the following IPTs and act as co-chair along with representatives from USMC CREW. The IPT will be composed of members from both the Government and contractor communities. If additional IPTs are required, they will be established under additional Delivery Orders.

- Program Management IPT
- Supportability IPT
- ♦ Systems Engineering IPT

IPTs shall facilitate the management and exchange of program information. They will help evaluate risk across the program, improve communications and collaboration within the program, and provide advice to the program management staff. Participation by teleconference is acceptable. For each IPT, the contractor shall submit a draft charter within 30 days after contract award for approval by the USMC CREW PM. This charter shall identify the team's membership, outline the responsibilities, and detail the corresponding authority to conduct those responsibilities. IPTs shall have the authority to organize WGs to assist in the conduction of the IPT's responsibilities. USMC CREW will be the approving authority for these charters.

3.1.2.2 Working Groups

The contractor shall establish either standing or temporary WGs to evaluate and provide guidance on specific CREW system program issues. Membership and specific WG tasks shall be determined by the applicable Delivery Orders. Initial WGs to be established under the Delivery Order awarded for CLIN 0001 are:

- Risk Management WG
- Contract Transition WG.

WGs shall meet as required as part of the normal daily level of effort. Participation by teleconference is acceptable. If additional WGs are required, they will be established under follow-on Delivery Orders. Each WG's purpose, membership, functions, processes, products, schedules, and accountability shall be documented. WG documents shall be accessible to USMC CREW.

### 3.1.2.3 Other Product Support Providers

The contractor shall establish working relationships with original equipment manufacturers (OEMs), product support providers (PSPs), and Government partners, documenting the requirements with Memorandums of Agreement or performance-based agreements as required to ensure achievement of the PSI program objectives.

### 3.2 Program Management Approach

### 3.2.1 PSI Program Management Plan

The contractor shall establish and implement a CREW system PSI PMP (CDRL A001) that defines how the contractor's program management approach shall be implemented and controlled in support of USMC CREW.

The PSI PMP shall describe the contractor's PSI program management scope and objectives. management approach, organizational structure, key personnel, communication paths and

processes. (b) (4) data reporting plan, Contract Data Requirements List (CDRL) delivery plan, Integrated Master Plan (IMP), Integrated Master Schedule (IMS), Work Breakdown Structure (WBS), management review process, management monitoring and control tools, risk management processes, quality assurance, security, and staffing.

3.2.1.1 Management Data Reporting

The contractor shall establish a single, centralized information management system

(b) (4) for reporting USMC CREW data that facilitates secure access to unclassified information relevant to management and governance of this contract. Government use of the contractor's data management system shall not require installation of client software on Government computer systems (with the exception of Internet Explorer and Microsoft Office). The contractor shall collaborate with the USMC CREW program office to develop the elements and schedule of management data reporting. Reports shall be submitted in accordance with Exhibit A of the contract and Paragraph 3.2.1.2 of this SOW. From distributed locations, authorized members of the CREW system's team, including subcontractors, Government users, and designated industry users shall have access based on their individual roles.

(b) (4)3.2.1.2 Contract Data Requirements List and Delivery Schedule

The contractor shall deliver CDRLs in accordance with Exhibit A of this contract. To reduce the administrative burden and cost, the contractor shall administrative deliverables, to include meeting agendas and minutes, daily and weekly update reports, and monthly and quarterly Program Management Review (PMR) slides. Technical documentation that requires review and approval will undergo the normal delivery and review cycle as noted in the Acceptance Criteria. CDRLs shall be formatted to contain the information referenced by the Data Item Description (DID) and DID tailoring associated with each CDRL as shown in Appendix C (Contract Data Requirements List (CDRL)).

For CDRLs requiring Government approval, the customer shall have 30 calendar days to provide one set of consolidated comments. Final versions of deliverable(s) shall incorporate consolidated, prescriptive, and in-scope comments received during the comment period. Delivery with comments incorporated shall constitute acceptance of the deliverable(s). If no comments are received within the 30 calendar day comment period, the data and deliverable(s) shall be deemed to have been approved.

### 3.2.1.3 Security and Program Protection

Security Classification. The contractor shall comply with requirements in the DD Form 254, including Attachment A for Automated Information Systems (AIS) Personnel Security Program Requirements (Attachment 1) and the Joint Counter Radio Controlled Improvised Explosive Device Electronic Warfare (JCREW) Security Classification Guide (Attachment 2).

National Industrial Security Program Operating Manual. The contractor shall comply with the security requirements set forth in the National Industrial Security Program Operating Manual (NISPOM) DoD 5220.22M dated 28 February 2006.

*NISPOM Supplement 1.* When applicable, the contractor shall comply with NISPOM Supplement 1 dated February 1995.

3.2.1.4 Quality Management Program

The contractor shall provide and maintain a Quality Management Program (CDRL A002) that meets the requirements of the American National Standards Institute, International Organization for Standardization, and American Society for Quality Q9001-2000 or an equivalent quality system model.

3.2.1.5 Configuration Management Plan

The contractor shall develop, implement, review and update the contractor Configuration Management Plan (CMP) (CDRL A003) for USMC CREW systems. The contractor CMP shall be in accordance with the JCREW Overarching CMP (Attachment 7) and USMC CREW CMP (Attachment 8). The CMP shall establish the overall plan and process for configuration management (CM) of the CREW systems, subsystems, computer software configuration items (CSCIs), hardware configuration items (HWCIs), and technical documentation for the entire life cycle of the project. The contractor shall maintain baseline configurations in accordance with the CMP, including detailing each component of the system, to include drawings, design specifications, and VIK installation work instructions. The CMP shall be used to control hardware documentation, physical hardware component designs and interfaces, configuration changes, approvals, and history. The CMP shall consist of configuration identification, documentation, control, status accounting, and audits (physical and functional), as well as baseline and data management to ensure the technical and administrative integrity of the CREW systems. The CMP shall establish the overall plan and process for CM of the CREW systems, subsystems, CSCIs, HWCIs, and technical documentation for the entire life cycle of the project.

When configuration is controlled by another organization, the contractor shall coordinate with that organization to ensure that the proper configuration management standards are maintained.

### 3.2.1.6 Travel

The contractor shall travel as tasked to accomplish work directed by this SOW and individual task orders. Flights must be approved by the contracting officer or designated representative ten (10) working days in advance of the travel. Travel is in accordance with the Joint Travel Regulations. OCONUS travel is limited to one round trip per person. All travel is limited to the actual cost burdened

3.2.1.7 Rotator Flights

Military airlift in theater (Rotator Flight) shall be billed to CLIN 0010 on a cost (b) (4) when the contractor is charged for the movement reimbursement basis, burdened of personnel within the area of responsibility.

### 3.2.1.8 Other Direct Costs

The contractor shall identify other direct costs required to perform this effort.

### 3.2.2 Program Management Reviews

The contractor shall conduct PMRs for active Delivery Orders that facilitate assessments of CREW program performance, risks, and achievements. Presentation materials for the monthly 24 hours prior and quarterly reviews shall be posted to the monthly review and 72 hours prior to the quarterly review.

### 3.2.2.1 Quarterly Program Management Review

Contractor shall host quarterly PMRs to provide USMC CREW an in-depth view into current program performance. These reviews shall be in briefing format (CDRL A006) and shall assess

the contract status on a program-wide basis, covering the information necessary to assess progress toward meeting program objectives. An agenda (CDRL A004) shall be posted three (3) working days prior to the review. Meeting minutes (CDRL A005) not later than five (5) working days after the review is shall be posted conducted.

3.2.2.2 Monthly Program Management Review

The contractor shall conduct a monthly PMR. Participation by teleconference is acceptable. three (3) working days prior to An agenda (CDRL A004) shall be posted not later than the review. Meeting minutes (CDRL A005) shall be posted five (5) working days after the review is conducted. The briefing material (CDKL A007) shall include the information necessary to assess progress towards meeting program objectives:

3.2.2.3 Weekly and Daily Reports

Weekly Activity and PSI Assessment Report. The contractor shall post a Weekly Activity and not later than one (1) working day (b) (4) PSI Assessment Report (CDRL A008) after the close of the reporting period. The report shall include information needed to assess progress toward meeting program objectives:

- Significant CONUS and OCONUS Program Activity
- Personnel Management
- Parts Support, Inventory, and Asset Management
- Sustainment, Maintenance Support
- Inter/Intra Theater Transportation Report
- Risk Management Working Group Weekly Update.

Daily Situation Report. The contractor shall provide a summary of program manning levels each day, in the form of a Daily Situation Report (CDRL A009), and post this document daily not later than 10:00 the following morning.

### 3.2.3 Identification and Tracking of Programmatic Risks

The contractor shall execute a risk management process guided by sound risk management principles and a coordinated approach that is proactive, systemic, transparent, measurable, adaptive, and continuous in addressing CREW systems program risks. The processes shall identify, assess, handle, mitigate, report, and document program risks and their resolution. The process will also include the Risk Management Working Group actions and identification of risk management tools. The contractor shall incorporate the process within the PSI PMP.

### 3.2.4 Identification and Tracking of Programmatic Metrics

The contractor shall develop and implement a systems metrics process that focuses on the basic objective of achieving or exceeding the basic USMC CREW performance metrics. The performance metrics process shall address the broad areas of program management, process management, and performance management. The process shall identify specific metrics; develop and refine the detailed definition of the metric, including the specific data sources and calculations; and outline the methods for implementation for use by the USMC CREW program office.

The contractor shall collect metrics data from operational sources using near-real-time means and from other sources as appropriate.

(b)

# 3.3 Integrated Master Plan, Integrated Master Schedule, and Work Breakdown Structure

3.3.1 Integrated Master Plan

The contractor shall develop and maintain an Integrated Master Plan (IMP) (CDRL A010). The IMP shall include the following three elements: (1) Event - A program assessment point that occurs at the culmination of significant program activities; (2) Accomplishment - The desired result(s) prior to or at completion of an Event that indicates a level of the program's progress; and (3) Criteria - Definitive evidence that a specific Accomplishment has been completed.

3.3.2 Integrated Master Schedule

The contractor shall provide a detailed Draft Integrated Master Schedule (IMS) (CDRL A011) covering the first 12 months of the contract at the Post Award Orientation Conference (PAOC). The IMS shall outline the contractor's plans for meeting the required delivery schedules for the hardware, services, and data documentation under this contract. The contractor's IMS shall include activities for meeting the required delivery schedules for the hardware services and data. The IMS shall identify all work events that are required to perform the PSI program services. The schedule(s) shall clearly identify critical path activities. The IMS shall be delivered and updated for active Delivery Orders on a monthly basis in Microsoft Project not later than three (3) working days after the close of the reporting period.

### 3.3.3 Work Breakdown Structure

The contractor shall develop a WBS for active Delivery Orders. The WBS shall be developed, at a minimum, to the third level of indenture.

### 3.4 PSI Transition

- ◆ The contractor shall implement a contract transition approach and strategy that will result in the consolidation of USMC CREW system support efforts from the current separate solesourced contracts to a single PSI concept. The sole-sourced contracts are as follows:
- ♦ General Dynamics Armament and Technical Products (GDATP) Chameleon System
- ◆ Elbit Systems of America Fort Worth (EFW) Very High Power (VHP) Hunter System
- Allen Vanguard Chameleon non-warranty repair.

The contractor's PSI transition approach and strategy shall ensure that current levels of USMC CREW systems support are maintained or exceeded.

### 3.4.1 Transition Plan Development

The contractor shall develop and implement a Transition Plan (CDRL A012) that includes the following items:

- Proposed Transition Schedule with detailed milestones and accomplishments included in the IMP and IMS
- Personnel Hiring and Training Strategy in support of CONUS and OCONUS locations
- Phasing Strategy for transfer of CONUS and OCONUS GFE
- Data Migration Strategy for Government-Furnished Information (GFI).

An update to the Transition Plan shall be accomplished prior to the kickoff meeting. The final version of the Transition Plan shall be available at the PAOC.

### 3.4.2 Contract Kickoff Meeting

The contractor's key CONUS personnel and transition manager shall attend a contract kickoff meeting with representatives from USMC CREW. This meeting shall occur within five (5) working days of contract award. The contractor shall be prepared to discuss planning for the hree (3) working days PAOC. An agenda (CDRL A004) shall be posted prior to the review. Meeting minutes (CDRL A005) shall be posted later than five (5) working days after the review is completed.

### 3.4.3 Post Award Orientation Conference

The contractor shall host a PAOC within 30 calendar days of contract award at the contractor's facility. The PAOC objective is to confirm a full and mutual understanding of Government requirements, program obligations, objectives, and responsibilities, and to conduct an overall review of the projected contractor approach, general assumptions, schedule, anticipated level of effort, and any other areas needing clarification. The purpose of the PAOC is for the contractor to provide progress assessments, review technical and other specialty area status, and establish schedule dates for near-term critical meetings and actions. The contractor shall present their management plan, key personnel, and program implementation processes. The contractor shall submit a draft agenda for the PAOC to the USMC CREW program office for approval no later than ten (10) days prior to the meeting. The agenda (CDRL A004) shall be hree (3) working days prior to the review. Meeting minutes posted not later than five (5) working days after (CDRL A005) shall be posted the review is completed.

### 3.4.4 Government-Furnished Equipment

The contractor shall inventory, maintain and account for GFE provided for support of USMC CREW systems. The contractor shall provide quarterly GFE reporting in accordance with CDRL A013, Status of Government Furnished Equipment (GFE) Report, no later than five (5) working days after the end of the reporting period. Deficiencies shall be reported within 30 days of identification and provided as part of the GFE report.

### 3.4.5 Transition Execution

The contractor shall execute the final Transition Plan to effect transition within the schedule included as part of the plan.

### 3.5 Transition to CREW 2.1

The contractor shall effectively plan, manage, and execute a transition of program elements from the legacy 2.0 systems (Hunter and Chameleon) to provide PSI support for CREW 2.1 (CREW Vehicle Receiver Jammer [CVRJ]), with phase out of CREW 2.0 systems by the end of CY2010. The plan shall include tasks associated with fielding a new system and retiring the legacy systems.

### 3.5.1 CREW Transition from 2.0 to 2.1

The contractor shall use the Government-provided 2.1 CREW Systems Fielding schedule to develop materiel fielding plans to USMC-identified locations. Fielding plans will be approved by the USMC CREW program office and, once approved, shall be executed by the contractor. The contractor shall notify the USMC CREW program office of any changes in the PSI organization and resources needed to install and then subsequently support 2.1 CREW systems. As a minimum the contractor will identify changes in requirements affecting manning; GFE; new

equipment training (NET); mobile training team (MTT); manual distribution; and establishment of follow-on support processes for installed 2.1 CREW systems.

The contractor shall de-install, conduct prescribed levels of CREW systems preservation, and prepare the 2.0 CREW systems for shipment in accordance with Government-provided disposition instructions. The contractor shall ensure that every 2.0 CREW system's internal memory is verified as erased prior to final packaging and shipment or disposal.

### 3.6 CREW 2.1 to JCREW 3.3 Transition

The contractor shall document lessons learned from the CREW 2.0 to CREW 2.1 transition described in Section 3.5 and incorporate and apply them in supporting subsequent, additional transitions of CREW 2.1 to future systems as identified in the USMC CREW Master Plan (Attachment 6).

### 3.6.1 Plan and Execute JCREW 3.3 Transition

The contractor shall effectively plan, manage, and execute a transition of program elements from CVRJ to JCREW 3.3. The plan shall include tasks associated with fielding a new system and retiring the legacy systems.

The contractor shall use the USMC CREW-provided JCREW 3.3 Systems Fielding schedule to develop materiel fielding plans to USMC-identified locations. Fielding plans will be approved by USMC CREW and, once approved, shall be executed by the CREW systems PSI.

### 4. Integrated Logistics Support

The contractor shall support the USMC CREW in planning, managing, and executing an ILS process, per the requirements contained herein. The contractor's ILS manager shall be the point of contact for ILS concerns and issues.

### 4.1 Integrated Logistics Support Plan

The contractor shall develop, implement, review, and update an ILSP (CDRL A014) that provides a detailed strategy to integrate the functions of the ILS approach that are managed by the PSI. The ILS effort shall be conducted as an integral part of the USMC CREW program to develop supportability data products and to address applicable and related logistics elements. The contractor shall present the USMC CREW with an ILSP, focusing on maturing the ILS elements throughout the life of the contract.

### 4.1.1 Maintenance Planning

The contractor shall establish a maintenance support plan for the USMC CREW systems, equipment, and component hardware. This maintenance plan shall be based on a level of repair analysis review to be conducted for the individual USMC CREW systems.

The contractor shall establish Operational-level (O-level [Unit level]), Intermediate-level (Ilevel), and depot-level maintenance capabilities to support CREW as defined in the ILSP. The contractor shall establish O-level maintenance at designated forward-operating bases (FOBs) within the theater. The contractor shall establish intermediate maintenance facilities (IMFs) in CONUS and OCONUS locations to facilitate shop repairable unit (SRU)-level repairs and maintenance. The contractor shall establish depot coordination procedures with approved USMC CREW PSPs and OEM depot facilities to ensure that Marine Corps operational requirements are met.

4.1.1.1 Operational Maintenance Support

The contractor shall perform O-level maintenance for preventive and corrective maintenance on CREW systems installed in vehicles and line replaceable unit (LRU)-level and system-level consumables (e.g., antennas, cables, brackets). Operational maintenance processes shall be established with an emphasis on maintaining or exceeding established Ao goals. O-level maintenance shall also include installation and de-installation of CREW systems. The maintenance activities shall be recorded relative to maintenance actions on specific systems as determined by the USMC CREW Logistics Officer.

### 4.1.1.2 Intermediate Level Maintenance

The contractor shall perform I-level maintenance for preventive and corrective maintenance actions where the LRU is not installed on vehicles or in operational use. The contractor shall isolate and replace SRU components and perform limited depot-level diagnostics, upgrades, inspections, modifications, adjustments, and repairs. The contractor shall make shipments to CONUS depot maintenance facilities and dispose of principal end items, components, and subcomponents. I-level maintenance shall be focused on returning a CREW system to an operational status, minimizing logistics response time, and reducing transportation cost. The contractor shall return uninstalled systems to a mission-capable status ready for installation on a vehicle. The contractor shall capture maintenance activities regarding maintenance actions on specific systems, current configuration data on LRUs, and current software service packs.

4.1.1.3 Depot Maintenance Support

The contractor shall coordinate with OEMs and/or organic depots for depot-level maintenance.

4.1.1.4 Evolution of Maintenance Concepts

The contractor shall work to continually update the maintenance strategy to take advantage of additional information gathered from maintenance processes.

4.1.1.5 Warranty Tracking

The contractor shall track applicable CREW equipment for terms, conditions, and status of existing warranties. Returned items from the field should be verified and reviewed to ensure that the cost to the Government is in accordance with applicable warranty terms and conditions. The contractor's property system procedures shall provide delivery, repair, and upgrade status of Government-owned units under warranty.

4.1.2 Supply Support

The contractor shall establish supply chain management procedures that provide inventory management, sustainment provisioning, warehousing, and storage requirements for end items, spares, consumables, tools, and test equipment for CREW systems in CONUS and OCONUS locations. This plan shall incorporate performance-based logistics (PBL) methods and techniques, and it shall connect inventory and sparing plans with CREW performance metrics.

4.1.2.1 Inventory Management and Planning

The contractor shall establish an overall inventory management process to develop stockage lists for locations to support the required level of operational performance. The contractor shall use readiness-based sparing methodologies to support inventory investment strategies that support the USMC CREW readiness goals.

### 4.1.2.2 Procurement

The contractor shall generate recommended procurement requirements as a Recommended Buy List and provide it to the USMC CREW program office on an as-required basis. These procurement requirements and recommendations shall be prioritized sufficiently to identify immediate needs as distinct from normal replenishment actions. Upon approval, the contractor shall communicate procurement requirements to the designated PSP (e.g., Naval Inventory Control Point [NAVICP]) and track the status of actions.

### 4.1.2.3 Sustainment and Replenishment

The contractor shall generate, track, and execute sustainment replenishment of CONUS and OCONUS locations to maintain operational performance levels consistent with available inventory and procurement plans.

### 4.1.2.4 Warehousing and Storage

The contractor shall set up and manage warehousing and storage facility capacity for CONUS and OCONUS locations. The contractor shall transfer custody for materials and tools assigned to the USMC CREW program, complying with Government regulations for GFE receipts and acceptance. The contractor shall establish a single CONUS distribution location to facilitate receiving functions, storage, kitting, and shipment. The contractor shall manage stored materials at the FOB and Intermediate Maintenance Facility (IMF) locations in OCONUS, as well as the CONUS sites and Marine Expeditionary Unit (MEU) locations as directed to support operational requirements.

### 4.1.2.5 Retrograde

The contractor shall manage the retrograde and return of materials and repair parts. Unrepairable parts shall be processed through the designated property disposal authority. The contractor shall report the retrograde and return of material and repair parts, as well as any material or equipment requiring disposal through the Weekly Activity and PSI Assessment Report (CDRL 008). The contractor shall also include retrograde and disposal information in the Monthly (CDRL 007) and Quarterly (CDRL 006) Program Manager Reviews.

#### 4.1.3 Support and Test Equipment

The contractor shall maintain and control support and test equipment, mobile and fixed, that is required to perform the support functions. The contractor shall track certifications and calibration status of required test equipment and manage recalibrations as required.

### 4.1.4 Manpower and Personnel

The contractor shall conduct job task and manpower analyses, based on a level of repair analysis review, to help define efficient staffing for maintenance and support of the CREW system. Staffing analysis shall be conducted with the objective of reducing personnel requirements per 100 systems by at least 20% from current CLS staffing levels.

### 4.1.5 Training and Training Devices

The contractor shall be responsible for developing and implementing training requirements and materials necessary to support and sustain CREW equipment and organic personnel.

#### 4.1.5.1 FSR/MT Training

The contractor shall ensure the FSR/MTs are properly trained prior to their deployment.

4.1.5.2 CREW Basic Operator Training

The contractor shall provide initial CREW Basic Operators Course (CBOC) training for USMC personnel before deployment, at the deploying unit's location. The CBOC shall include the basics of CREW systems, theater threats, equipment familiarization, operation, preventive maintenance checks and services and tactics, techniques, and procedures. CBOC shall be designed to ensure that operators are qualified to properly operate the CREW systems.

4.1.5.3 New Equipment Training and Mobile Training Team

The contractor shall maintain the capability to support New Equipment Training (NET). The contractor shall coordinate with the OEMs to plan and develop NET. The contractor shall conduct NET to take place at locations to be identified by the USMC CREW program office.

The contractor shall provide a Mobile Training Team (MTT) capable of providing initial training to each unit receiving new USMC CREW system delivery. The MTT shall provide laptops and audiovisual equipment and software tools necessary to support training at each site. The contractor shall use USMC CREW-approved curriculum for MTT. The contractor shall deliver updated courseware material to the USMC CREW at the end of the MTT training period. The contractor is expected to support a semi-annual NET and MTT cycle for designated sites.

### 4.1.5.4 Training Materials

The contractor shall develop the following supporting training materials:

- ◆ Lesson Plans (CDRL A015)
- Quick Reference Cards (CDRL A016)
- Computer-Based Training (CDRL A017)
- Student Handouts (CDRL A018)
- ♦ Job Aids (e.g., Operational Checklists, Operator Troubleshooting Checklists) (CDRL A019).

The contractor shall develop and/or integrate NET course materials into the CBOC when directed by the USMC CREW program office.

#### 4.1.6 Technical Data

The contractor shall develop a Technical Data Process as part of the ILSP.

### 4.1.6.1 Technical Manuals and Bulletins

The contractor shall collect and manage GFI from OEMs and other sources. The contractor shall facilitate the transfer of GFI technical data package elements currently maintained by USMC CREW OEMs, CLS, and other PSPs for USMC CREW systems and upgrades.

### 4.1.6.2 Technical Data Package

As part of the VIK design and manufacturing, the contractor shall develop technical documentation as required by Section 5.1.4.

### 4.1.7 Computer Resources Support

The contractor shall provide computer equipment needed to operate the consolidated PSOC facility and support business operations for contractor personnel. The Government will provide classified laptops required to support waveforms. The Government will make available unclassified computer systems at OCONUS locations to support Government business.

### 4.1.8 Packaging, Handling, Storage, and Transportation (PHS&T)

The contractor shall coordinate, monitor, and report OCONUS transportation requirements with the USMC CREW-designated transportation manager to effect timely delivery of logistics requirements for OCONUS CREW systems in accordance with Defense Transportation System regulations. The contractor shall be responsible for transporting equipment to SPAWAR Systems Center – Atlantic (SSC-A), Charleston, SC for OCONUS consolidation and shipment. The contractor shall manage and execute CONUS transportation requirements using cost-effective commercial transportation providers or, if directed, Government transportation to effect timely delivery of logistics requirements for CONUS based USMC CREW systems. The contractor shall provide the appropriate marking and packaging for shipment as defined in MILSTD 129. The contractor shall comply with applicable hazardous material (HAZMAT) requirements.

#### 4.1.9 Facilities

The contractor shall establish a CONUS consolidated distribution and maintenance facility, providing required space to support warehousing storage and packaging and shipping requirements, test and repair equipment as required, and office space for support of program management staff. The facility shall have a Secret clearance level as determined by the CREW classification guide. All OCONUS facilities required for the CREW program, including FOBs and MEU deployment locations, will be provided by the Government.

### 4.1.10 Design Interface

### 4.1.10.1 FRACAS Analysis

The contractor shall use FRACAS data and analysis to establish system enhancements that will reduce maintenance and repair parts requirements while increasing reliability.

### 4.1.10.2 Logistical Analysis

The contractor shall gather USMC CREW-furnished design interface data and conduct logistical analysis for VIK designs or as needed to support OEM CREW designs. This analysis shall cover maintenance, reliability, safety, security, and environmental, HAZMAT, and other logistical requirements. The results of this analysis shall be provided to the development activities to include in the final design and development.

# 4.2 Hiring, Deploying, and Retaining Ground Electronic Warfare-Experienced Field Service Representatives and Maintenance Technicians

The contractor shall provide CONUS and OCONUS Universal FSR/MTs for installation, maintenance, repair, training support, and technical liaison services in support of CREW systems. A Universal FSR/MT is defined as an FSR that can support operational and I-level maintenance on multiple CREW systems. The contractor shall hire, train, certify, and deploy personnel to support CREW staffing requirements.

#### 4.2.1 Staffing Plan

The contractor shall provide the appropriate levels of FSR/MTs to respond to 12 hours a day, 7 days a week (12/7) operations. The standard workweek for an OCONUS FSR/MT shall be 84 hours. The FSR/MT site lead shall be available to respond to customer needs and concerns 24 hours a day. The standard workweek for a CONUS FSR/MT shall be 40 hours.

The contractor shall manage the contract personnel assigned to the program office (b) (4) o report on a daily basis their composition, disposition, and location status (CDRL A009). The contractor shall maintain personnel movement schedules to ensure the

smooth flow of required personnel in-theater by mission, site, and date on a monthly basis. The contractor shall maintain current information regarding individual readiness status and compliance to specific deployment requirements, including training requirements.

4.2.2 Hiring Process

The contractor shall have a structured and well-defined process for recruiting, interviewing, screening, and hiring well-qualified personnel.

4.2.3 Training and Certification

The contractor shall provide fully trained and certified personnel to support the USMC CREW program requirements. The status shall be recorded and maintained throughout the duration of the contract.

4.2.4 Deployment

The contractor shall ensure that personnel deploying under adhere to the guidelines and requirements outlined in Attachment 3 and the following references:

- ◆ DoDI 3020.41, Subject: Contractor Personnel Authorized to Accompany the U.S. Armed Forces
- ♦ MOD 9 to USCENTCOM Protection and Individual/Unit Deployment Policy
- ◆ USCENTCOM FRAGO 09-1451 Contractor Theater Entrance Requirements, August 2008
- ◆ MNF-W General Order Number 1.

The contractor shall be responsible for certifying to the Government authority that all deployed processing actions have been completed and that each individual meets the deployment processing requirements.

### 4.2.4.1 Preliminary Personnel Requirements

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—
    - (1) Cover safety and security issues facing employees overseas;
    - (2) Identify safety and security contingency planning activities; and
    - (3) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

4.2.4.2 Support - Contractor Security

Ensure contractor personnel be provided with adequate security during all phases of the deployment and sustainment. FSRs shall not venture outside the wire without adequate security. Guard Tower coverage (only) at FOB Entry Control Points, and/or riding in exposed vehicles during convoys is not permitted. If FSRs need to maintain a system and the USMC does not provide the appropriate security, FSRs shall NOT proceed outside the wire.

### 4.2.5 Retention

The contractor shall have an established and operational program aimed at retaining trained and qualified personnel.

## 4.2.6 FSR/MT MEU and Surge Support

### 4.2.6.1 MEU Support

The contractor shall provide FSR/MTs for Camp Lejeune and Camp Pendleton along with required GFE spares and materials to support MEU deployment schedules and requirements.

### 4.2.6.2 Surge Support

When tasked under separate Delivery Orders, the contactor shall provide sufficient personnel to meet operational MEU and surge requirements.

# 4.3 Logistics Support Metrics Implementation and Tracking

### 4.3.1 Logistics Support Performance Metrics

For each applicable Delivery Order, the contractor shall identify and define specific performance metrics and include the details on how to measure and achieve the metrics in the ILSP necessary for measuring and improving progress toward meeting program objectives. These metrics will include at a minimum:

- ◆ Operational Availability
- Logistics Footprint
- Logistics Response Time
- ♦ Mean Down Time.

#### 4.3.2 Logistics Support Process Metrics

The contractor will propose additional or alternative metrics that are based on best business practices.

### 4.3.3 PSI Metrics Data Collection

The contractor shall collect metrics data from operational sources using near-real-time means, and from other sources as appropriate.

# 4.4 Failure Reporting and Corrective Action System Collection, Implementation, and Reporting (FRACAS)

The contractor shall develop and implement a comprehensive closed-loop FRACAS that is chartered to drive continuous process and product improvements resulting from root-cause and trend analyses findings. The contractor shall collect, record, and analyze hardware and software failures. The contractor shall submit weekly failure report summaries

not later than one (1) working day after the close of the reporting period. The contractor shall provide Failure Summary and Analysis Reports (CDRL A020) that include:

Uniform failure reporting.

- ♦ Failure analysis reports.
- Corrective actions.

# 4.5 ILS Plan to Transition to a Consolidated PSI Approach With Reduced Complexity

# 4.5.1 Reduce CREW ILS Support Complexity

The PSI contractor shall use PBL and commercial best practices with the CREW program to reduce complexity of the ILS support to CREW over the duration of the program.

# 4.5.2 Facilitate USMC Seamlessly Moving to Organic CREW Support

The contractor shall use PBL and commercial best practices with the CREW program to enable transition to organic support if desired by the USMC CREW.

#### 5. RESERVED

# 6. Innovative and Emerging Technologies and Best Business Practices

### 6.1 Innovative and Emerging Technologies

The contractor is encouraged to continually seek ways to incorporate innovative and emerging technologies that provide economic efficiency to the program and mission performance factors.

#### 6.2 Best Business Practices

The contractor will seek and apply best business practices in a manner that provides economic efficiency and continuous improvements to system and mission performance factors.

### 6.3 Continuous Improvement

The contractor will identify and apply methodologies focused on continuous improvements to system and mission performance factors and the PSI effort.

Section E - Inspection and Acceptance

### INSPECTION AND ACCEPTANCE

### Project Officer:

The Project Officer for this program is:

NAME: Robert Krch (Primary)

PHONE: 703-432-3356 FAX: 703-432-3204

EMAIL: Robert.Krch@usmc.mil

NAME: Carla Brown (Alternate)

PHONE: 703-432-3189 FAX: 703-432-3204

EMAIL: Carla.Brown@usmc.mil

Responsibilities. Inspection and acceptance of contract deliverables are the responsibility of the Project Officer or his duly authorized representative(s) except as otherwise specified in the contract. Moreover, the Project Officer serves in a supporting role to the Contracting Officer, providing advice and expertise on technical issues. However, only the contracting officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from the statement of work requirements. In the event the contractor does deviate without written approval from the Contracting Officer, such deviations shall be at the risk of the Contractor and any cost related thereto to be fully borne by the Contractor.

#### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT		INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin		Government	Origin	Government
000101	Origin		Government	Origin	Government
0002	Destination		Government	Destination	Government
000201	Destination		Government	Destination	Government
0003	Destination		Government	Destination	Government
000301	Destination		Government	Destination	Government
0004	Destination		Government	Destination	Government
000401	Destination		Government	Destination	Government
0009	Origin		Government	Origin	Government
000901	Destination		Government	Destination	Government
0010	Destination		Government	Destination	Government
001001	Origin		Government	Origin	Government
0011	Destination		Government	Destination	Government
0012	Destination		Government	Destination	Government

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001201 Destination

Government

Destination

Government

Section F - Deliveries or Performance

# SECTION F - DELIVERIES OR PERF PERIOD OF PERFORMANCE

The Period of Performace for this delivery order shall be 21 August 2009 through 20 August 2010.

### DELIVERY INFORMATION

CLIN DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001 N/A	N/A	N/A	N/A
000101 N/A	N/A	N/A	N/A
0002 N/A	N/A	N/A	N/A
000201 N/A	N/A	N/A	N/A
0003 N/A	N/A	N/A	N/A
000301 N/A	N/A	N/A	N/A
0004 N/A	N/A	N/A	N/A
000401 N/A	N/A	N/A	N/A
0009 N/A	N/A	N/A	N/A
000901 N/A	N/A	N/A	N/A
0010 N/A	N/A	N/A	N/A
001001 N/A	N/A	N/A	N/A
0011 N/A	N/A	N/A	N/A
0012 N/A	N/A	N/A	N/A
001201 N/A	N/A	N/A	N/A

Section G - Contract Administration Data

# ACCOUNTING AND APPROPRIATION DATA

AA: 179110627A0 250 67854 067443 2D M67854

COST CODE: 9RCPC79612BK AMOUNT: \$20,789,000.00

CIN M6785409RCPC79600020001: \$3,356,400.00 CIN M6785409RCPC79600020002: \$0.00

CIN M6785409RCPC79600020003: \$13,622,400.00 CIN M6785409RCPC79600020004: \$2,685,200.00 CIN M6785409RCPC79600020009: \$450,000.00 CIN M6785409RCPC79600020010: \$250,000.00 CIN M6785409RCPC79600020012: \$425,000.00

Section H - Special Contract Requirements

# SPECIAL CONTRACT REQUIREMENTS ELECTRONIC INVOICING PROCEDURES (MARCORSYSCOM FEB 2006)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at <a href="https://www.ccr.gov">https://www.ccr.gov</a> and (ii) register to use WAWF-RA at the <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>.

The USMC WAWF-RA point of contact is MR. ROBERT KRCH and can be reached at 703-432-3356 or via email at <u>robert.krch@usmc.mil</u>. The alternate point of contact is MS. CARLA BROWN and can be reached at 703-432-3189 or via email <u>carla.brown@usmc.mil</u>.

The contactor is directed to use the Invoice and Receiving Report (Combo) format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DoDAAC (M67854) as the DoDAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

Data entry information in WAWF:

Payment Office DoDAAC:

HQ0339

Issue By DoDAAC:

M67854

Admin Office DoDAAC:

S0514A

Ship to Supply:

M67854 Ext PG12

Service Acceptor DoDAAC:

S0514A

Contract Number:

M6785409D7005

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on "Send Additional Email Notifications" block on the page that appears. Add the primary point of contact's email address (provided above) in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

Additional email notification of invoices:

Contracts: <u>albert.whitley@usmc.mil</u> Logistics: carla.brown@usmc.mil NOTE: The POCs identified above are for WAWF issues only. Any other contracting questions/problems should be addressed to the POC identified in Section A of the contract.

# SPECIAL CONTRACT REQUIREMENT

### H-1. Constructive Change Orders.

- H-1.1. No order, statement, or conduct of Government personnel who might visit the Contractor's facility or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- H-1.2. No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.
- H-1.3. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the Contractor effects any change(s) at the direction of any person other than the Contracting Officer, these change(s) will be at the Contractor's expense. No adjustment shall be made in the contract price or other contract terms and conditions, as the Contracting Officer did not approve consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the Contractor may be held financially responsible for its correction.

#### H-2. Issuance of Delivery Orders

Firm Fixed Price Delivery Orders shall be priced in accordance with the prices as shown in Section B. Each delivery order shall contain, among other information, the date of the order, the order number, the exact quantity of units to be delivered, delivery or performance, place of delivery, any special shipping instructions, pricing, and accounting and appropriation data. The unit price of each delivery order will be determined by the number of units ordered on a given delivery order. Individual orders will be issued using the single price for the increment that corresponds to the total quantity being purchased on that order. Quantities specified in individual delivery orders may be modified prior to final delivery of items purchased under a particular delivery order, in which case additional quantities will be purchased at the price previously established by that delivery order if mutually agreed to between the Government and the Contractor. For pricing purposes, quantities are not cumulative from order to order. Delivery orders incorporate all clauses of this contract by reference.

H-3. Incorporation of Representations and Certifications by Reference. All representations and certifications and other written statements made by the contractor in response to SECTION K at the request of the Contracting Officer, incident to the award of the contract, are hereby

incorporated by reference with the same force and effect as if they were given in full text. The Offeror has completed the annual representations and certifications electronically via the Business Partner Network (BPN) web site at <a href="http://orca.bpn.gov">http://orca.bpn.gov</a> and has submitted any changes pertaining to this specific solicitation to the Contracting Officer. These amended representation(s) and/or certifications, if any, are also incorporated in the Offeror's proposal and are current, accurate, and complete as of the date of this contract.

H-4. Responsibility in Subcontracting. The Contractor shall provide the technology processes, test procedures, data, drawings, and/or other information required to facilitate competition to the fullest extent feasible, and assure performance by selected subcontractors. The Contractor will be fully responsible for assuring that all appropriate contractual provisions and clauses are passed down to its subcontractors, and that those provisions are enforced.

# H-5. Organizational Conflict of Interest.

- H-5.1. The term "Organizational Conflict of Interest" means the following:
  (1) 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; (2) or the person's objectivity in performing the contract work is or might be otherwise impaired; (3) or a person has an unfair competitive advantage. See FAR Part 9, Subpart 9.5.
- H-5.1.2. The Contractor warrants that, to the best of its knowledge and belief, it does not have any organizational conflict of interest, as defined in FAR Part 9, Subpart 9.5.
- H-5.1.3. The Contractor agrees that, if in the performance of this contract it discovers a potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action(s) that the Contractor has taken or proposed to take to avoid, eliminate, or neutralize the conflicts. In the event that the Contractor does not disclose a known potential conflict to the Contracting Officer, the Government may terminate the contract for default.
- H-5.1.4. If the Contractor is directed by authorized Government personnel (e.g., by written tasks or verbal directions, in a Program review or otherwise) to perform services, in which, the Contractor believes constitute a potential organizational conflict of interest; the Contractor shall notify the Contracting Officer in writing. This written notification shall include the nature of the conflict of interest, and shall be submitted to the Contracting Officer within ten (10) days after receipt of the Government directive. A written determination shall be made by the Contracting Officer. The Contractor shall not expend any effort towards the performance of the services in question until this determination has been made or unless otherwise directed by the Contracting Officer.
- H-6. Notwithstanding any provision to the contrary contained elsewhere in the contract, the Contracting Officer is the only person authorized to approve and issue modifications to the contract. Any modification, in order to be effective, shall be issued in writing by the Contracting Officer.

- H-7. Contractor Commitments. Any written commitment by the Contractor within scope of and related to the contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for damages. Written commitments by the Contractor are further defined as follows:
- H-7.1. Any representation by the Contractor in an order or supporting documents, as to training be provided, services to be performed or any other similar matters, regardless of the fact that the duration of such commitment may exceed the duration of the contract.
- H-7.2. An order placed under this contract is not complete until the order terms and conditions have been met.
- H-8. Contractor Notice Regarding Late Delivery: In the event the Contractor for any reason anticipates or encounters difficulty in complying with the contract delivery schedule or in meeting any of the other requirements of the contract, it shall immediately notify the Contracting Officer in writing, with a copy to the cognizant Administrative Contracting Officer (ACO), if assigned, giving pertinent details. However, this data shall be considered informational only in character and receipt by the Government shall not be construed as a waiver by the Government of (a) any delivery schedule or date, or (b) compliance with any other contract requirement by the Contractor, or (c) any other rights or remedies provided to the Government by law or under this contract.
- H-9. DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (Revised January 15, 2009) (See DFARS 225.74)

NOTE: Contractors shall make note of the timeline for processing deploying personnel in accordance with the instructions contained in Attachment 3 – Contractor Deployment Requirements.

### H-9.1. Definitions.

"Designated operational areas" include, but are not limited to, such descriptors as theater of war, theater of operations, joint operations area, amphibious objective area, joint special operations area, and area of operations. See DoD Joint Publication 3-0, Joint Operations, Chapter II, Paragraph 5, "Organizing the Operational Areas," at <a href="https://jdeis.js.mil/jdeis/index.jsp">https://jdeis.js.mil/jdeis/index.jsp</a> (select "Browse Joint Pubs" under "Joint Doctrine" heading).

- H-10. Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States.
- (1) DoDI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, serves as a comprehensive source of DoD policy and procedures concerning DoD contractor and subcontractor personnel authorized to accompany the U.S. Armed Forces. Such personnel—
  - (i) May include U.S. citizens, U.S. legal aliens, third country nationals, and local nationals;

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- H-7.1. Any representation by the Contractor in an order or supporting documents, as to training be provided, services to be performed or any other similar matters, regardless of the fact that the duration of such commitment may exceed the duration of the contract.
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  - (i) May include U.S. citizens, U.S. legal aliens, third country nationals, and local nationals;

- (ii) May be employees of external support, systems support, or theater support contractors, as defined in Enclosure 2 of DoDI 3020.41; and
- (iii) Are provided with an appropriate identification card under the Geneva Conventions (also see DoDI 1000.1, Identity Cards Required by the Geneva Conventions).
- (2) Not all contractor personnel in a designated operational area are authorized to accompany the U.S. Armed Forces. For example, contractor personnel performing reconstruction contracts generally are not authorized to accompany the U.S. Armed Forces.
- (3) Also see PGI 207.105(b)(20)(C) for special considerations for acquisition planning for crisis situations outside the Untied States.

## H-11. JCC-I/A CLAUSE 952.225-0009 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES (MAR 2009)

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

### (End of Clause)

# H-12. JCC-I/A CLAUSE 952.225-0004 COMPLIANCE WITH LAWS AND REGULATIONS (MAR 2009)

- (a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.
- (b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.
- (c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.
- (d) Contractor employees performing in the USCENTCOM Area of Operations (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.
- (e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.
- (f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected

of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

## H-13 JCC-I/A CLAUSE 952.222-0001 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (MAR 2009)

- (a) All contractors ("contractors" refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.
- (b) Contractors are also required to comply with the following provisions:
- (1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- (2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.
- (3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- (4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.
- (5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.
- (6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.
- (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.

### H-14. JCC-I/A CLAUSE 952.223-0001 REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (MAR 2009)

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

Report the following information:

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

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)

### H-15. JCC-I/A CLAUSE 952.225-0002 ARMED PERSONNEL INCIDENT REPORTS, (MAR 2009)

- (a) All contractors and subcontractors in the Multi-National Forces-Iraq (MNF-I) or Combined Joint Task Force (Afghanistan) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I or CJTF forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective MNF-I or CJTF Commanders relating to force protection and safety.
- (b) IRAQ: Contractors shall provide all incidents and use of weapons firing incidents to the MNC-I Contractor Operations Cell (CONOC) as soon as practical, based upon the situation, and

submit a written report to CONOC within 4 hours. The initial report shall include the name of the company, location of the incident, time when the incident occurred, a brief description of the events leading up to the incident, and a company point of contact. A follow-up, comprehensive written report shall be provided to the CONOC within 96 hours of the incident. Reports shall be submitted to CONOC at: <a href="mailto:mncic3conoc@iraq.centcom.mil">mncic3conoc@iraq.centcom.mil</a>; DSN 318-435-2369; Iraqna 0044 203 286 9851 or 0044 203 239 5894; or Skype: MNCICONOC.

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

### H-16. JCC-I/A CLAUSE 952.225-0003 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (MAR 2009)

- (1) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.
- (2) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate **CENTCOM** Service Component (ie. **ARCENT**, **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 protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (**BMI** >/= 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely

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

- (3) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.
- (4) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.
- (5) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated 4 June 2008, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.
- (a) Inpatient daily rate: \$2,041.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.
- (b) Outpatient visit rate: \$195.00. This includes diagnostic imaging, laboratory, pathology, and pharmacy provided at the medical facility.

## H-17. JCC-I/A CLAUSE 952.225-0005 MONTHLY CONTRACTOR CENSUS REPORTING (MAR 2009)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting

Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

(1) The total number (prime and subcontractors at all tiers) employees.

(2) The total number (prime and subcontractors at all tiers) of U.S. citizens.

(3) The total number (prime and subcontractors at all tiers) of local nationals (LN).

(4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).

(5) Name of province in which the work was performed.

(6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

H-18. JCC-I/A CLAUSE 952.225-0001 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (MAR 2009)

NOTE: Because the PSI Contractor is not authorized to carry weapons under the terms of this contract, this clause becomes self-deleting.

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, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

DODI 3020.41, Program Management for Acquisition and Operational Contract Support in Contingency Operations;

DFARS 252.225-7040, Contractor Personnel Supporting a Force Deployed Outside the United States;

Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility

CPA Order #17, Registration Requirements for Private Security Companies, dated 27 Jun 04; U.S. CENTCOM Policy Letter, Mod 1, Personal Protection and Contract Security Service Arming, dated 7 Nov 2006

**Required Government Documentation.** The unit requesting the contractor security shall provide a description of the following to the arming approval authority and to the contracting officer: The specific location where the PSC will operate;

The persons and/or property that require protection;

The anticipated threat;

The required weapon types; and

The reason current security/police forces are inadequate.

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

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

Weapons Qualification/Familiarization. All employees must meet the qualification requirements 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.

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.

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

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

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

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

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

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

Use one or more of the following sources when conducting the background checks:

Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available;

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

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

Required Contractor Acknowledgements. Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR: Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employee(s). Where

appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination. Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.

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

Authorized Weapon & Ammunition Types. Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan: The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).

The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

U.S. government Ball ammunition is the standard approved ammunition.

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

Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);

Carry weapons only when on duty or at a specific post;

Not conceal any weapons, unless specifically authorized;

Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and IAW USCENTCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or and exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.

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.

Rules for the Use of Force (RUF). In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a

desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

Taking a direct part in hostilities or combat actions, other than to exercise self-defense;

Failing to cooperate with Coalition and Host Nation forces;

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

Failing to use a graduated force approach;

Failing to treat the local civilians with humanity or respect; and

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

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.

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.

Quarterly Reporting. The prime contractor will report quarterly (i.e. NLT: 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract: The total number of armed civilians and contractors; The names and contact information of its subcontractors at all tiers; and A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

(End of Clause)

# H-19. JCC-I/A Clause 5152.225-5001 Contractor Personnel Accompanying the Force with Performance in the USCENTCOM AOR

Persons convicted by a U.S. court for a crime against host country nationals shall not be employed by prime contractors or subcontractors to perform work within the United States Central Command (USCENTCOM) Area Of Responsibility (AOR).

This clause only applies to the following USCENTCOM AOR: Afghanistan, Bahrain, Egypt, Iran, Iraq, Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Lebanon, Oman, Pakistan, Qatar, Saudi Arabia, Syria, Tajikistan, United Arab Emirates, Uzbekistan, and Yemen.

H-20. JCC-I/A CLAUSE 952.225-0010 CONTRACTOR EMPLOYEE LEGAL REQUIREMENTS (MAR 2009)

- (a) The contractor shall not <u>knowingly</u> employ, nor allow a subcontractor to <u>knowingly</u> employ, any person that has ever been convicted, in any U.S. court, including a court-martial, of any crime against an Iraqi and/or an Afghan national, regardless of the place at which the crime occurred.
- (b) For the purpose of this clause, "crime" is defined as: "a violation of a law in which there is injury to the public or a member of the public and a term in jail or prison, and/or a fine as possible penalties." Further, the crime must be an offense that could be classified as a Class B misdemeanor, or any higher class up to a Class A felony, as referenced at 18 USC §3559.
- (c) Contractors shall exercise effective screening processes to ensure that individuals not conforming to this standard are identified and prohibited from, or removed from (if already employed) working under this contract.
- (d) Contractor employees discovered to have one of more prior convictions as described above shall be removed from the contract at the contractor's expense.
- (e) Failure to adhere to the requirements of this clause could result in a termination for cause or termination for default, in accordance with the terms and conditions of this contract.

# H-21. Antiterrorism/force protection.

#### H-21.1. General.

Information and guidance pertaining to DoD antiterrorism/force protection policy for contracts that require performance or travel outside the United States can be obtained from the following offices:

- (1) For Army contracts: HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832.
- (2) For Navy contracts: Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.
- (3) For Marine Corps contracts: CMC Code POS-10; telephone, DSN 224-4177 or commercial (703) 614-4177.
- (4) For Air Force and Combatant Command contracts: The appropriate Antiterrorism Force Protection Office at the Command Headquarters. Also see <a href="https://atep.dtic.mil">https://atep.dtic.mil</a>.
- (5) For defense agency contracts: The appropriate agency security office.
- (6) For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD (SOLIC); telephone, DSN 227-7205 or commercial (703) 697-7205.
- H-22. Guide to Iraq Implementation of DFARS 252.225-7040, Contractor Personnel Authorized to Accompany Armed Forces Deployed Outside the United States.

This clause expands the following paragraphs contained in DFARS 252.225-7040 to further explain what is authorized the deployed contractors.

Paragraph (c)(1) **Support - Contractor Security**. Contractor personnel will be provided with adequate security during all phases of the deployment. The contractor shall ensure that the Field Service Representatives (FSRs) do not venture outside the fence line of the Forward Operating Base (FOB) without adequate security. Guard tower coverage (only) at FOB Entry Control Points and/or riding in exposed vehicles during convoys is not permitted. If FSRs need to maintain a CREW system and the U.S. military cannot not provide adequate security, the FSRs shall NOT proceed outside the FOB.

Paragraph (c)(2) Support - Medical Care. Medical treatment is limited to resuscitative and stabilization care.

Paragraph (c)(3) Support – Personnel. The contractor is responsible for all personnel support unless otherwise provided for in the Statement of Work. The Government will provide the following items/access to the assigned contractor personnel in theatre: work space, communication services (normally limited to computer and telephone – when available at the work site), FSR tool kits, APO/FPO, Billeting, CAC/ID, Commissary, DFAC, excess baggage allowance of up to 100 pounds (166 pounds of total baggage), government furnished meals, military banking, military exchange, military issued equipment, MILAIR, MWR, resuscitative medical care and transportation.

Paragraph (c)(4) Support – Letter of Authorization. Contractor privileges and support are identified in the Letter of Authorization (LOA) issued via the Synchronized Predeployment & Operational Tracker (SPOT). No personnel are authorized entry into the theater for MORE THAN 30 DAYS without a SPOT generated LOA

Paragraph (f) Processing and Departure Points. Contractor personnel will process into and out of the Deployment Processing Center (DPC) at Camp Lejeune, NC.

Paragraph (j) Weapons. Contractor personnel are NOT authorized to carry weapons in theatre.

H-23. MILSTRIP Authority

The PSI contractor is hereby granted MILSTRIP Authority by the Marine Corps Systems Command and a copy of the authorization will be provided to the Primary Inventory Control Activity (PICA). The PSI can then go direct to the PICA for requisitions, assuming that the service agency has been loaded into the system as an authorized user of the NSN's in question. During the interim supply support period, either previously procured spares or funding, typically by MIPR, are sent directly to the PICA. If the sponsor has provided a list of recommended spares to be procured up front or has front loaded NAVICP with spares previously procured, NAVICP, once provided access to the spares or goes on contract themselves for the recommended quantities, they will flag these quantities as service owned.

The PSI will be required to produce MILSTRIP requisitions in support of the PSI contract and/or as directed by Program Management Office (PMO). The PSI must have knowledge of the

MILSTRIP requisitioning process and the ability to produce Funded MILSTRIP requisitions as required by the PMO. The PMO will provide the shipping address, DoDACC/UIC and other mandatory information required to complete a MILSTRIP requisition.

NOTE: Section I clauses of the Basic Contract (M67854-09-D-7005) are incorporated by reference.

Section J - List of Documents, Exhibits and Other Attachments

# LIST OF ATTACHMENTS

The Data Item Description (DID) information for the following CDRLs is contained in pages 106 through 118 of the Basic Contract (M67854-09-D-7005).

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EPTION TO SF 30		DARD FOR	

#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

#### SUMMARY OF CHANGES

#### SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,294,800.00 from \$20,789,000.00 to \$22,083,800.00.

#### SUBCLIN 000201:

AA: 179110627A0 250 67854 067443 2D M67854 9RCPC79612BK (CIN M6785409RCPC79600020002) was increased by \$1,075,000.00 from \$0.00 to \$1,075,000.00

#### SUBCLIN 000901:

AA: 179110627A0 250 67854 067443 2D M67854 9RCPC79612BK (CIN M6785409RCPC79600020009) was increased by \$219,800.00 from \$450,000.00 to \$669,800.00

(End of Summary of Changes)

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ATTN: ALBERT H. WHITLEY		7675 DAGGET STREET SUITE 200				
2200 LESTER STREET QUANTICO VA 22134-5010		SAN DIEGO CA 92111-2241				
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SAN DIEGO CA 92121			19.	B. DATED (SEE	E ITEM 11)	)
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## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

#### SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified: STATEMENT OF WORK

#### Introduction

The contractor shall provide Program Management, Field Service Representatives and Logistics Support to the USMC CREW program in CONUS and OCONUS locations.

#### 1.1 Objectives

The PSI will enable the Marine Corps to control program costs while extending the service life and effectiveness of CREW systems for the warfighter. The contractor will implement a program management approach that demonstrates a thorough understanding of the principal management objectives facing USMC CREW systems during the contract period of performance. The objectives guiding the USMC CREW PSI program management approach include:

## 1. Program Management:

- a. Reduce the number of program management contracting teams to oversee the USMC CREW 2.0 and 2.1 systems from three program management teams to one integrated, cohesive program management contracting team.
- b. Provide for formalized tracking of the PSI's efforts with respect to risks, metrics, and
- c. A seamless transition of current sole-source contracted efforts to the selected PSI and maintain or exceed the current level of USMC CREW systems support.

# 2. Integrated Logistics Support (ILS)

- a. Significantly reduce the complexity of the ILS support within USMC CREW program office from three sole-source contracts and one Government-Furnished Equipment (GFE) provider (PMS 408) to one ILS support structure and Failure Reporting and Corrective Action System (FRACAS) reporting system.
- b. Establish ILS support that will allow the USMC CREW to seamlessly move to organic support when and if the USMC decides organic support is ready to meet USMC CREW
- c. Manage and monitor the health of the USMC CREW systems by meeting or exceeding the ILS-related performance thresholds for:
- Operational Availability (Ao) of 0.84 (0.98 objective) through logistic approaches under contractor control as the PSI.
- Reduce mean down time by 50% from approximately 2 hours to 1 hour.
- Reduce logistics footprint of personnel support for deployed systems from approximately one contractor logistics support (CLS) and field service representative (FSR) per 100 systems to one FSR per 125 systems.
- Reduce the overall storage requirement within the continental United States (CONUS) and outside the continental United States (OCONUS) by streamlining the spares provisioning

process. Additionally, take the necessary actions to reduce the number of storage facilities required for CREW material storage.

## 2. CREW Systems—Total Systems Support Package

The contractor's Total Systems Support Package (TSSP) Plan shall describe how SAIC will implement and execute the comprehensive PSI tasking for the USMC CREW program. The TSSP shall integrate the PSI Program Management Plan (PMP), Integrated Logistics Support Plan (ILSP), and Systems Manufacturing Engineering Plan (SMEP) and detail their interrelationship.

## 3. Management Approach

The contractor shall manage the full range of support services required to meet the USMC CREW's operational responsibilities identified in the CREW Systems Performance Specifications, this statement of work (SOW), the objectives outlined in paragraph 1.1 of this SOW and other program documentation (listed in request for proposal [RFP] M67854-09-R-7005, Section J) and carried forward to Section J of this contract.

The contractor's approach shall ensure that the necessary personnel, materials, equipment, training, software, application software development and maintenance, facilities, configuration management, and related services are available to meet or exceed USMC CREW program objectives.

The PSI contractor shall implement a comprehensive, cohesive, and effective team to seamlessly support the USMC CREW program office in the product support of CREW systems fielded within the USMC.

## 3.1 Organizational Structure

The contractor shall establish an organizational structure for the entire PSI contracting team that includes effective reporting and management authority relationships along with established management controls and close interrelationships with USMC CREW counterparts, integrated product teams (IPTs), and working groups (WGs).

#### 3.1.1 Manning

#### 3.1.1.1 Key Personnel

The contractor shall identify and provide the necessary key personnel to manage the USMC CREW PSI program in accordance with the USMC CREW PSI PMP, to include key personnel resumes, job descriptions, and duty locations. The contractor's program manager (PM) shall be the single point of contact with USMC CREW for communications regarding PSI program management and USMC CREW support systems performance.

## 3.1.1.2 CREW Program Staffing

The contractor shall ensure that USMC CREW PSI is adequately and appropriately staffed and trained throughout the contract transition period and beyond in accordance with Delivery Order requirements.

## 3.1.1.3 Subcontractor Management Process

The contractor shall develop and administer a process for managing subcontractors, associate contractors, and other relevant entities required for successful execution of the overall PMP.

# 3.1.2 Integrated Product Teams and Working Groups and Interrelationships with the Government, Contractors, and Subcontractors

#### 3.1.2.1 Integrated Product Teams

The contractor shall initially establish the following IPTs and act as co-chair along with representatives from USMC CREW. The IPT will be composed of members from both the Government and contractor communities. If additional IPTs are required, they will be established under additional Delivery Orders.

- ◆ Program Management IPT
- Supportability IPT
- Systems Engineering IPT

IPTs shall facilitate the management and exchange of program information. They will help evaluate risk across the program, improve communications and collaboration within the program, and provide advice to the program management staff. Participation by teleconference is acceptable. For each IPT, the contractor shall submit a draft charter within 30 days after contract award for approval by the USMC CREW PM. This charter shall identify the team's membership, outline the responsibilities, and detail the corresponding authority to conduct those responsibilities. IPTs shall have the authority to organize WGs to assist in the conduction of the IPT's responsibilities. USMC CREW will be the approving authority for these charters.

#### 3.1.2.2 Working Groups

The contractor shall establish either standing or temporary WGs to evaluate and provide guidance on specific CREW system program issues. Membership and specific WG tasks shall be determined by the applicable Delivery Orders. Initial WGs to be established under the Delivery Order awarded for CLIN 0001 are:

- Risk Management WG
- Contract Transition WG.

WGs shall meet as required as part of the normal daily level of effort. Participation by teleconference is acceptable. If additional WGs are required, they will be established under follow-on Delivery Orders. Each WG's purpose, membership, functions, processes, products, schedules, and accountability shall be documented. WG documents shall be accessible to USMC CREW.

## 3.1.2.3 Other Product Support Providers

The contractor shall establish working relationships with original equipment manufacturers (OEMs), product support providers (PSPs), and Government partners, documenting the requirements with Memorandums of Agreement or performance-based agreements as required to ensure achievement of the PSI program objectives.

## 3.2 Program Management Approach

## 3.2.1 PSI Program Management Plan

The contractor shall establish and implement a CREW system PSI PMP (CDRL A001) that defines how the contractor's program management approach shall be implemented and controlled in support of USMC CREW.

The PSI PMP shall describe the contractor's PSI program management scope and objectives, management approach, organizational structure, key personnel, communication paths and processes, (b) (4) data reporting plan, Contract Data Requirements List (CDRL) delivery plan, Integrated Master Plan (IMP), Integrated Master Schedule (IMS), Work Breakdown Structure (WBS), management review process, management monitoring and control tools, risk management processes, quality assurance, security, and staffing.

## 3.2.1.1 Management Data Reporting

The contractor shall establish a single, centralized information management system

(b) (4) for reporting USMC CREW data that facilitates secure access to unclassified information relevant to management and governance of this contract. Government use of the contractor's data management system shall not require installation of client software on Government computer systems (with the exception of Internet Explorer and Microsoft Office). The contractor shall collaborate with the USMC CREW program office to develop the elements and schedule of management data reporting. Reports shall be submitted in accordance with Exhibit A of the contract and Paragraph 3.2.1.2 of this SOW. From distributed locations, authorized members of the CREW system's team, including subcontractors, Government users and designated industry users shall have access based on their individual roles

# 3.2.1.2 Contract Data Requirements List and Delivery Schedule

The contractor shall deliver CDRLs in accordance with Exhibit A of this contract. To reduce the administrative burden and cost, the contractor shall administrative deliverables, to include meeting agendas and minutes, daily and weekly update reports, and monthly and quarterly Program Management Review (PMR) slides. Technical documentation that requires review and approval will undergo the normal delivery and review cycle as noted in the Acceptance Criteria. CDRLs shall be formatted to contain the information referenced by the Data Item Description (DID) and DID tailoring associated with each CDRL as shown in Appendix C (Contract Data Requirements List (CDRL)).

For CDRLs requiring Government approval, the customer shall have 30 calendar days to provide one set of consolidated comments. Final versions of deliverable(s) shall incorporate consolidated, prescriptive, and in-scope comments received during the comment period. Delivery with comments incorporated shall constitute acceptance of the deliverable(s). If no comments are received within the 30 calendar day comment period, the data and deliverable(s) shall be deemed to have been approved.

# 3.2.1.3 Security and Program Protection

Security Classification. The contractor shall comply with requirements in the DD Form 254, including Attachment A for Automated Information Systems (AIS) Personnel Security Program

Requirements (Attachment 1) and the Joint Counter Radio Controlled Improvised Explosive Device Electronic Warfare (JCREW) Security Classification Guide (Attachment 2).

National Industrial Security Program Operating Manual. The contractor shall comply with the security requirements set forth in the National Industrial Security Program Operating Manual (NISPOM) DoD 5220.22M dated 28 February 2006.

NISPOM Supplement 1. When applicable, the contractor shall comply with NISPOM Supplement 1 dated February 1995.

## 3.2.1.4 Quality Management Program

The contractor shall provide and maintain a Quality Management Program (CDRL A002) that meets the requirements of the American National Standards Institute, International Organization for Standardization, and American Society for Quality Q9001-2000 or an equivalent quality system model.

## 3.2.1.5 Configuration Management Plan

The contractor shall develop, implement, review and update the contractor Configuration Management Plan (CMP) (CDRL A003) for USMC CREW systems. The contractor CMP shall be in accordance with the JCREW Overarching CMP (Attachment 7) and USMC CREW CMP (Attachment 8). The CMP shall establish the overall plan and process for configuration management (CM) of the CREW systems, subsystems, computer software configuration items (CSCIs), hardware configuration items (HWCIs), and technical documentation for the entire life cycle of the project. The contractor shall maintain baseline configurations in accordance with the CMP, including detailing each component of the system, to include drawings, design specifications, and VIK installation work instructions. The CMP shall be used to control hardware documentation, physical hardware component designs and interfaces, configuration changes, approvals, and history. The CMP shall consist of configuration identification, documentation, control, status accounting, and audits (physical and functional), as well as baseline and data management to ensure the technical and administrative integrity of the CREW systems. The CMP shall establish the overall plan and process for CM of the CREW systems, subsystems, CSCIs, HWCIs, and technical documentation for the entire life cycle of the project.

When configuration is controlled by another organization, the contractor shall coordinate with that organization to ensure that the proper configuration management standards are maintained.

#### 3.2.1.6 Travel

The contractor shall travel as tasked to accomplish work directed by this SOW and individual task orders. Flights must be approved by the contracting officer or designated representative five (5) working days in advance of the travel. Travel estimates will be submitted with the travel request. Travel is in accordance with the Joint Travel Regulations. OCONUS travel is limited to one round trip per person. All travel is limited to the actual cost burdened (b) (4)

### 3.2.1.7 Rotator Flights

Military airlift in theater (Rotator Flight) shall be billed to CLIN 0010 on a cost reimbursement basis, burdened when the contractor is charged for the movement of personnel within the area of responsibility.

## 3.2.1.8 Other Direct Costs

The contractor shall identify other direct costs required to perform this effort.

#### 3.2.2 Program Management Reviews

The contractor shall conduct PMRs for active Delivery Orders that facilitate assessments of CREW program performance, risks, and achievements. Presentation materials for the monthly and quarterly reviews shall be posted (b) (4) 24 hours prior to the monthly review and 72 hours prior to the quarterly review.

#### 3.2.2.1 Quarterly Program Management Review

Contractor shall host quarterly PMRs to provide USMC CREW an in-depth view into current program performance. These reviews shall be in briefing format (CDRL A006) and shall assess the contract status on a program-wide basis, covering the information necessary to assess progress toward meeting program objectives. An agenda (CDRL A004) shall be posted (b) (4) three (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted (conducted.

#### 3.2.2.2 Monthly Program Management Review

The contractor shall conduct a monthly PMR. Participation by teleconference is acceptable. An agenda (CDRL A004) shall be posted three (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted (b) (4) not later than five (5) working days after the review is conducted. The briefing material (CDRL A007) shall include the information necessary to assess progress towards meeting program objectives:

## 3.2.2.3 Weekly and Daily Reports NOTE: Close of Business is defined as 5:00 pm Eastern.

Weekly Activity and PSI Assessment Report. The contractor shall post a Weekly Activity and PSI Assessment Report (CDRL A008)

(4) not later than one (1) working day after the close of the reporting period. The report shall include information needed to assess progress toward meeting program objectives:

- Significant CONUS and OCONUS Program Activity
- Personnel Management
- Parts Support, Inventory, and Asset Management
- Sustainment, Maintenance Support
- ♦ Inter/Intra Theater Transportation Report
- Risk Management Working Group Weekly Update.

Daily Situation Report. The contractor shall provide a summary of program manning levels each day, in the form of a Daily Situation Report (CDRL A009), and post this document daily not later than 10:00 the following morning.

## 3.2.3 Identification and Tracking of Programmatic Risks

The contractor shall execute a risk management process guided by sound risk management principles and a coordinated approach that is proactive, systemic, transparent, measurable, adaptive, and continuous in addressing CREW systems program risks. The processes shall identify, assess, handle, mitigate, report, and document program risks and their resolution. The process will also include the Risk Management Working Group actions and identification of risk management tools. The contractor shall incorporate the process within the PSI PMP.

## 3.2.4 Identification and Tracking of Programmatic Metrics

The contractor shall develop and implement a systems metrics process that focuses on the basic objective of achieving or exceeding the basic USMC CREW performance metrics. The

performance metrics process shall address the broad areas of program management, process management, and performance management. The process shall identify specific metrics; develop and refine the detailed definition of the metric, including the specific data sources and calculations; and outline the methods for implementation for use by the USMC CREW program office.

The contractor shall collect metrics data from operational sources using near-real-time means and from other sources as appropriate.

(b) (4)

Data shall be updated (b) (4) on a daily basis.

# 3.3 Integrated Master Plan, Integrated Master Schedule, and Work Breakdown Structure 3.3.1 Integrated Master Plan

The contractor shall develop and maintain an Integrated Master Plan (IMP) (CDRL A010). The IMP shall include the following three elements: (1) Event – A program assessment point that occurs at the culmination of significant program activities; (2) Accomplishment – The desired result(s) prior to or at completion of an Event that indicates a level of the program's progress; and (3) Criteria – Definitive evidence that a specific Accomplishment has been completed.

## 3.3.2 Integrated Master Schedule

The contractor shall provide a detailed Draft Integrated Master Schedule (IMS) (CDRL A011) covering the first 12 months of the contract at the Post Award Orientation Conference (PAOC). The IMS shall outline the contractor's plans for meeting the required delivery schedules for the hardware, services, and data documentation under this contract. The contractor's IMS shall include activities for meeting the required delivery schedules for the hardware services and data. The IMS shall identify all work events that are required to perform the PSI program services. The schedule(s) shall clearly identify critical path activities. The IMS shall be delivered and updated for active Delivery Orders on a monthly basis in Microsoft Project not later than three (3) working days after the close of the reporting period.

## 3.3.3 Work Breakdown Structure

The contractor shall develop a WBS for active Delivery Orders. The WBS shall be developed, at a minimum, to the third level of indenture.

#### 3.4 PSI Transition

- ◆ The contractor shall implement a contract transition approach and strategy that will result in the consolidation of USMC CREW system support efforts from the current separate solesourced contracts to a single PSI concept. The sole-sourced contracts are as follows:
- ◆ General Dynamics Armament and Technical Products (GDATP) Chameleon System
- ◆ Elbit Systems of America Fort Worth (EFW) Very High Power (VHP) Hunter System
- Allen Vanguard Chameleon non-warranty repair.

The contractor's PSI transition approach and strategy shall ensure that current levels of USMC CREW systems support are maintained or exceeded.

## 3.4.1 Transition Plan Development

The contractor shall develop and implement a Transition Plan (CDRL A012) that includes the following items:

- Proposed Transition Schedule with detailed milestones and accomplishments included in the IMP and IMS
- Personnel Hiring and Training Strategy in support of CONUS and OCONUS locations
- Phasing Strategy for transfer of CONUS and OCONUS GFE
- Data Migration Strategy for Government-Furnished Information (GFI).

An update to the Transition Plan shall be accomplished prior to the kickoff meeting. The final version of the Transition Plan shall be available at the PAOC.

#### 3.4.2 Contract Kickoff Meeting

The contractor's key CONUS personnel and transition manager shall attend a contract kickoff meeting with representatives from USMC CREW. This meeting shall occur within five (5) working days of contract award. The contractor shall be prepared to discuss planning for the PAOC. An agenda (CDRL A004) shall be posted prior to the review. Meeting minutes (CDRL A005) shall be posted later than five (5) working days after the review is completed.

## 3.4.3 Post Award Orientation Conference

The contractor shall host a PAOC within 30 calendar days of contract award at the contractor's facility. The PAOC objective is to confirm a full and mutual understanding of Government requirements, program obligations, objectives, and responsibilities, and to conduct an overall review of the projected contractor approach, general assumptions, schedule, anticipated level of effort, and any other areas needing clarification. The purpose of the PAOC is for the contractor to provide progress assessments, review technical and other specialty area status, and establish schedule dates for near-term critical meetings and actions. The contractor shall present their management plan, key personnel, and program implementation processes. The contractor shall submit a draft agenda for the PAOC to the USMC CREW program office for approval no later than ten (10) days prior to the meeting. The agenda (CDRL A004) shall be posted (D) (4) morking days prior to the review. Meeting minutes not later than five (5) working days after

## 3.4.4 Government-Furnished Equipment

The contractor shall inventory, maintain and account for GFE provided for support of USMC CREW systems. The contractor shall provide quarterly GFE reporting in accordance with CDRL A013, Status of Government Furnished Equipment (GFE) Report, no later than five (5) working days after the end of the reporting period. Deficiencies shall be reported within 30 days of identification and provided as part of the GFE report.

#### 3.4.5 Transition Execution

The contractor shall execute the final Transition Plan to effect transition within the schedule included as part of the plan.

#### 3.5 Transition to CREW 2.1

The contractor shall effectively plan, manage, and execute a transition of program elements from the legacy 2.0 systems (Hunter and Chameleon) to provide PSI support for CREW 2.1 (CREW Vehicle Receiver Jammer [CVRJ]), with phase out of CREW 2.0 systems by the end of

CY2010. The plan shall include tasks associated with fielding a new system and retiring the legacy systems.

#### 3.5.1 CREW Transition from 2.0 to 2.1

The contractor shall use the Government-provided 2.1 CREW Systems Fielding schedule to develop material fielding plans to USMC-identified locations. Fielding plans will be approved by the USMC CREW program office and, once approved, shall be executed by the contractor. The contractor shall notify the USMC CREW program office of any changes in the PSI organization and resources needed to install and then subsequently support 2.1 CREW systems. As a minimum the contractor will identify changes in requirements affecting manning; GFE; new equipment training (NET); mobile training team (MTT); manual distribution; and establishment of follow-on support processes for installed 2.1 CREW systems.

The contractor shall de-install, conduct prescribed levels of CREW systems preservation, and prepare the 2.0 CREW systems for shipment in accordance with Government-provided disposition instructions. The contractor shall ensure that every 2.0 CREW system's internal memory is verified as erased prior to final packaging and shipment or disposal.

## 3.6 CREW 2.1 to JCREW 3.3 Transition

The contractor shall document lessons learned from the CREW 2.0 to CREW 2.1 transition described in Section 3.5 and incorporate and apply them in supporting subsequent, additional transitions of CREW 2.1 to future systems as identified in the USMC CREW Master Plan (Attachment 6).

## 3.6.1 Plan and Execute JCREW 3.3 Transition

The contractor shall effectively plan, manage, and execute a transition of program elements from CVRJ to JCREW 3.3. The plan shall include tasks associated with fielding a new system and retiring the legacy systems.

The contractor shall use the USMC CREW-provided JCREW 3.3 Systems Fielding schedule to develop material fielding plans to USMC-identified locations. Fielding plans will be approved by USMC CREW and, once approved, shall be executed by the CREW systems PSI.

## 4. Integrated Logistics Support

The contractor shall support the USMC CREW in planning, managing, and executing an ILS process, per the requirements contained herein. The contractor's ILS manager shall be the point of contact for ILS concerns and issues.

## 4.1 Integrated Logistics Support Plan

The contractor shall develop, implement, review, and update an ILSP (CDRL A014) that provides a detailed strategy to integrate the functions of the ILS approach that are managed by the PSI. The ILS effort shall be conducted as an integral part of the USMC CREW program to develop supportability data products and to address applicable and related logistics elements. The contractor shall present the USMC CREW with an ILSP, focusing on maturing the ILS elements throughout the life of the contract.

#### 4.1.1 Maintenance Planning

The contractor shall establish a maintenance support plan for the USMC CREW systems, equipment, and component hardware. This maintenance plan shall be based on a level of repair analysis review to be conducted for the individual USMC CREW systems.

The contractor shall establish Operational-level (O-level [Unit level]), Intermediate-level (I-level), and depot-level maintenance capabilities to support CREW as defined in the ILSP. The contractor shall establish O-level maintenance at designated forward-operating bases (FOBs) within the theater. The contractor shall establish intermediate maintenance facilities (IMFs) in CONUS and OCONUS locations to facilitate shop repairable unit (SRU)-level repairs and maintenance. The contractor shall establish depot coordination procedures with approved USMC CREW PSPs and OEM depot facilities to ensure that Marine Corps operational requirements are met.

#### 4.1.1.1 Operational Maintenance Support

The contractor shall perform O-level maintenance for preventive and corrective maintenance on CREW systems installed in vehicles and line replaceable unit (LRU)-level and system-level consumables (e.g., antennas, cables, brackets). Operational maintenance processes shall be established with an emphasis on maintaining or exceeding established  $A_0$  goals. O-level maintenance shall also include installation and de-installation of CREW systems. The maintenance activities shall be recorded relative to maintenance actions on specific systems as determined by the USMC CREW Logistics Officer.

## 4.1.1.2 Intermediate Level Maintenance

The contractor shall perform I-level maintenance for preventive and corrective maintenance actions where the LRU is not installed on vehicles or in operational use. The contractor shall isolate and replace SRU components and perform limited depot-level diagnostics, upgrades, inspections, modifications, adjustments, and repairs. The contractor shall make shipments to CONUS depot maintenance facilities and dispose of principal end items, components, and subcomponents. I-level maintenance shall be focused on returning a CREW system to an operational status, minimizing logistics response time, and reducing transportation cost. The contractor shall return uninstalled systems to a mission-capable status ready for installation on a vehicle. The contractor shall capture maintenance activities regarding maintenance actions on specific systems, current configuration data on LRUs, and current software service packs.

## 4.1.1.3 Depot Maintenance Support

The contractor shall coordinate with OEMs and/or organic depots for depot-level maintenance.

## 4.1.1.4 Evolution of Maintenance Concepts

The contractor shall work to continually update the maintenance strategy to take advantage of additional information gathered from maintenance processes.

#### 4.1.1.5 Warranty Tracking

The contractor shall track applicable CREW equipment for terms, conditions, and status of existing warranties. Returned items from the field should be verified and reviewed to ensure that the cost to the Government is in accordance with applicable warranty terms and conditions. The contractor's property system procedures shall provide delivery, repair, and upgrade status of Government-owned units under warranty.

#### 4.1.2 Supply Support

The contractor shall establish supply chain management procedures that provide inventory management, sustainment provisioning, warehousing, and storage requirements for end items, spares, consumables, tools, and test equipment for CREW systems in CONUS and OCONUS

locations. This plan shall incorporate performance-based logistics (PBL) methods and techniques, and it shall connect inventory and sparing plans with CREW performance metrics.

#### 4.1.2.1 Inventory Management and Planning

The contractor shall establish an overall inventory management process to develop stockage lists for locations to support the required level of operational performance. The contractor shall use readiness-based sparing methodologies to support inventory investment strategies that support the USMC CREW readiness goals.

#### 4.1.2.2 Procurement

The contractor shall generate recommended procurement requirements as a Recommended Buy List and provide it to the USMC CREW program office on an as-required basis. These procurement requirements and recommendations shall be prioritized sufficiently to identify immediate needs as distinct from normal replenishment actions. Upon approval, the contractor shall communicate procurement requirements to the designated PSP (e.g., Naval Inventory Control Point [NAVICP]) and track the status of actions.

#### 4.1.2.3 Sustainment and Replenishment

The contractor shall generate, track, and execute sustainment replenishment of CONUS and OCONUS locations to maintain operational performance levels consistent with available inventory and procurement plans.

#### 4.1.2.4 Warehousing and Storage

The contractor shall set up and manage warehousing and storage facility capacity for CONUS and OCONUS locations. The contractor shall transfer custody for materials and tools assigned to the USMC CREW program, complying with Government regulations for GFE receipts and acceptance. The contractor shall establish a single CONUS distribution location to facilitate receiving functions, storage, kitting, and shipment. The contractor shall manage stored materials at the FOB and Intermediate Maintenance Facility (IMF) locations in OCONUS, as well as the CONUS sites and Marine Expeditionary Unit (MEU) locations as directed to support operational requirements.

#### 4.1.2.5 Retrograde

The contractor shall manage the retrograde and return of materials and repair parts. Unrepairable parts shall be processed through the designated property disposal authority. The contractor shall report the retrograde and return of material and repair parts, as well as any material or equipment requiring disposal through the Weekly Activity and PSI Assessment Report (CDRL 008). The contractor shall also include retrograde and disposal information in the Monthly (CDRL 007) and Quarterly (CDRL 006) Program Manager Reviews.

#### 4.1.3 Support and Test Equipment

The contractor shall maintain and control support and test equipment, mobile and fixed, that is required to perform the support functions. The contractor shall track certifications and calibration status of required test equipment and manage recalibrations as required.

#### 4.1.4 Manpower and Personnel

The contractor shall conduct job task and manpower analyses, based on a level of repair analysis review, to help define efficient staffing for maintenance and support of the CREW system. Staffing analysis shall be conducted with the objective of reducing personnel requirements per 100 systems by at least 20% from current CLS staffing levels.

#### 4.1.5 Training and Training Devices

The contractor shall be responsible for developing and implementing training requirements and materials necessary to support and sustain CREW equipment and organic personnel.

#### 4.1.5.1 FSR/MT Training

The contractor shall ensure the FSR/MTs are properly trained prior to their deployment.

#### 4.1.5.2 CREW Basic Operator Training

The contractor shall provide initial CREW Basic Operators Course (CBOC) training for USMC personnel before deployment, at the deploying unit's location. The CBOC shall include the basics of CREW systems, theater threats, equipment familiarization, operation, preventive maintenance checks and services and tactics, techniques, and procedures. CBOC shall be designed to ensure that operators are qualified to properly operate the CREW systems.

## 4.1.5.3 New Equipment Training and Mobile Training Team

The contractor shall maintain the capability to support New Equipment Training (NET). The contractor shall coordinate with the OEMs to plan and develop NET. The contractor shall conduct NET to take place at locations to be identified by the USMC CREW program office.

The contractor shall provide a Mobile Training Team (MTT) capable of providing initial training to each unit receiving new USMC CREW system delivery. The MTT shall provide laptops and audiovisual equipment and software tools necessary to support training at each site. The contractor shall use USMC CREW-approved curriculum for MTT. The contractor shall deliver updated courseware material to the USMC CREW at the end of the MTT training period. The contractor is expected to support a semi-annual NET and MTT cycle for designated sites.

#### 4.1.5.4 Training Materials

The contractor shall develop the following supporting training materials:

- ◆ Lesson Plans (CDRL A015)
- Quick Reference Cards (CDRL A016)
- ◆ Computer-Based Training (CDRL A017)
- ◆ Student Handouts (CDRL A018)
- ♦ Job Aids (e.g., Operational Checklists, Operator Troubleshooting Checklists) (CDRL A019).

The contractor shall develop and/or integrate NET course materials into the CBOC when directed by the USMC CREW program office.

#### 4.1.6 Technical Data

The contractor shall develop a Technical Data Process as part of the ILSP.

#### 4.1.6.1 Technical Manuals and Bulletins

The contractor shall collect and manage GFI from OEMs and other sources. The contractor shall facilitate the transfer of GFI technical data package elements currently maintained by USMC CREW OEMs, CLS, and other PSPs for USMC CREW systems and upgrades.

### 4.1.6.2 Technical Data Package

As part of the VIK design and manufacturing, the contractor shall develop technical documentation as required by Section 5.1.4.

#### 4.1.7 Computer Resources Support

The contractor shall provide computer equipment needed to operate the consolidated PSOC facility and support business operations for contractor personnel. The Government will provide classified laptops required to support waveforms. The Government will make available unclassified computer systems at OCONUS locations to support Government business.

## 4.1.8 Packaging, Handling, Storage, and Transportation (PHS&T)

The contractor shall coordinate, monitor, and report OCONUS transportation requirements with the USMC CREW-designated transportation manager to effect timely delivery of logistics requirements for OCONUS CREW systems in accordance with Defense Transportation System regulations. The contractor shall be responsible for transporting equipment to SPAWAR Systems Center – Atlantic (SSC-A), Charleston, SC for OCONUS consolidation and shipment. The contractor shall manage and execute CONUS transportation requirements using cost-effective commercial transportation providers or, if directed, Government transportation to effect timely delivery of logistics requirements for CONUS based USMC CREW systems. The contractor shall provide the appropriate marking and packaging for shipment as defined in MILSTD 129. The contractor shall comply with applicable hazardous material (HAZMAT) requirements.

#### 4.1.9 Facilities

The contractor shall establish a CONUS consolidated distribution and maintenance facility, providing required space to support warehousing storage and packaging and shipping requirements, test and repair equipment as required, and office space for support of program management staff. The facility shall have a Secret clearance level as determined by the CREW classification guide. All OCONUS facilities required for the CREW program, including FOBs and MEU deployment locations, will be provided by the Government.

#### 4.1.10 Design Interface

#### 4.1.10.1 FRACAS Analysis

The contractor shall use FRACAS data and analysis to establish system enhancements that will reduce maintenance and repair parts requirements while increasing reliability.

#### 4.1.10.2 Logistical Analysis

The contractor shall gather USMC CREW-furnished design interface data and conduct logistical analysis for VIK designs or as needed to support OEM CREW designs. This analysis shall cover maintenance, reliability, safety, security, and environmental, HAZMAT, and other logistical requirements. The results of this analysis shall be provided to the development activities to include in the final design and development.

# 4.2 Hiring, Deploying, and Retaining Ground Electronic Warfare-Experienced Field Service Representatives and Maintenance Technicians

The contractor shall provide CONUS and OCONUS Universal FSR/MTs for installation, maintenance, repair, training support, and technical liaison services in support of CREW systems. A Universal FSR/MT is defined as an FSR that can support operational and I-level maintenance on multiple CREW systems. The contractor shall hire, train, certify, and deploy personnel to support CREW staffing requirements.

#### 4.2.1 Staffing Plan

The contractor shall provide the appropriate levels of FSR/MTs to respond to 12 hours a day, 7 days a week (12/7) operations. The standard workweek for an OCONUS FSR/MT shall be 84

hours. The FSR/MT site lead shall be available to respond to customer needs and concerns 24 hours a day. The standard workweek for a CONUS FSR/MT shall be 40 hours.

The contractor shall manage the contract personnel assigned to the program office and (b) (4) report on a daily basis their composition, disposition, and location status (CDRL A009). The contractor shall maintain personnel movement schedules to ensure the smooth flow of required personnel in-theater by mission, site, and date on a monthly basis. The contractor shall maintain current information regarding individual readiness status and compliance to specific deployment requirements, including training requirements.

#### 4.2.2 Hiring Process

The contractor shall have a structured and well-defined process for recruiting, interviewing, screening, and hiring well-qualified personnel.

#### 4.2.3 Training and Certification

The contractor shall provide fully trained and certified personnel to support the USMC CREW program requirements. The status shall be recorded and maintained throughout the duration of the contract.

#### 4.2.4 Deployment

The contractor shall ensure that personnel deploying under adhere to the guidelines and requirements outlined in Attachment 3 and the following references:

- ◆ DoDI 3020.41, Subject: Contractor Personnel Authorized to Accompany the U.S. Armed Forces
- ♦ MOD 9 to USCENTCOM Protection and Individual/Unit Deployment Policy
- ◆ USCENTCOM FRAGO 09-1451 Contractor Theater Entrance Requirements, August 2008
- ◆ MNF-W General Order Number 1.

The contractor shall be responsible for certifying to the Government authority that all deployed processing actions have been completed and that each individual meets the deployment processing requirements.

## 4.2.4.1 Preliminary Personnel Requirements

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—
    - (1) Cover safety and security issues facing employees overseas;
    - (2) Identify safety and security contingency planning activities; and
    - (3) Identify ways to utilize safety and security personnel and other resources appropriately.

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

#### 4.2.4.2 Support - Contractor Security

Ensure contractor personnel be provided with adequate security during all phases of the deployment and sustainment. FSRs shall not venture outside the wire without adequate security. Guard Tower coverage (only) at FOB Entry Control Points, and/or riding in exposed vehicles during convoys is not permitted. If FSRs need to maintain a system and the USMC does not provide the appropriate security, FSRs shall NOT proceed outside the wire.

#### 4.2.5 Retention

The contractor shall have an established and operational program aimed at retaining trained and qualified personnel.

## 4.2.6 FSR/MT MEU and Surge Support

#### 4.2.6.1 MEU Support

The contractor shall provide FSR/MTs for Camp Lejeune and Camp Pendleton along with required GFE spares and materials to support MEU deployment schedules and requirements.

#### 4.2.6.2 Surge Support

When tasked under separate Delivery Orders, the contactor shall provide sufficient personnel to meet operational MEU and surge requirements.

## 4.3 Logistics Support Metrics Implementation and Tracking

## 4.3.1 Logistics Support Performance Metrics

For each applicable Delivery Order, the contractor shall identify and define specific performance metrics and include the details on how to measure and achieve the metrics in the ILSP necessary for measuring and improving progress toward meeting program objectives. These metrics will include at a minimum:

- Operational Availability
- ♦ Logistics Footprint
- ♦ Logistics Response Time
- Mean Down Time.

## 4.3.2 Logistics Support Process Metrics

The contractor will propose additional or alternative metrics that are based on best business practices.

### 4.3.3 PSI Metrics Data Collection

The contractor shall collect metrics data from operational sources using near-real-time means, and from other sources as appropriate.

# 4.4 Failure Reporting and Corrective Action System Collection, Implementation, and Reporting (FRACAS)

The contractor shall develop and implement a comprehensive closed-loop FRACAS that is chartered to drive continuous process and product improvements resulting from root-cause and trend analyses findings. The contractor shall collect, record, and analyze hardware and software failures. The contractor shall submit weekly failure report summaries

(b) (4)

not later than one (1) working day after the close of the reporting period. The contractor shall provide Failure Summary and Analysis Reports (CDRL A020) that include:

- Uniform failure reporting.
- Failure analysis reports.
- Corrective actions.

# 4.5 ILS Plan to Transition to a Consolidated PSI Approach With Reduced Complexity

#### 4.5.1 Reduce CREW ILS Support Complexity

The PSI contractor shall use PBL and commercial best practices with the CREW program to reduce complexity of the ILS support to CREW over the duration of the program.

## 4.5.2 Facilitate USMC Seamlessly Moving to Organic CREW Support

The contractor shall use PBL and commercial best practices with the CREW program to enable transition to organic support if desired by the USMC CREW.

#### 5. RESERVED

## 6. Innovative and Emerging Technologies and Best Business Practices

## 6.1 Innovative and Emerging Technologies

The contractor is encouraged to continually seek ways to incorporate innovative and emerging technologies that provide economic efficiency to the program and mission performance factors.

#### 6.2 Best Business Practices

The contractor will seek and apply best business practices in a manner that provides economic efficiency and continuous improvements to system and mission performance factors.

#### 6.3 Continuous Improvement

The contractor will identify and apply methodologies focused on continuous improvements to system and mission performance factors and the PSI effort.

## SECTION E - INSPECTION AND ACCEPTANCE

riic	Acceptance/Inspection Schedule for INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
	Origin	Government	Origin	Government
To:				
	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT DV
Destination	Destination	Government	Destination	ACCEPT BY Government
The Acceptance/Inspection Schedule for SUBCLIN 000101 has been changed from: INSPECT AT INSPECT BY ACCEPT AT ACCEPT				
The	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
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The Acceptance/Inspection Scheo	dule for CLIN 0009 has be	en changed from:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
To:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government
The Acceptance/Inspection Scheo	dule for SUBCLIN 001001	has been changed from:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government
To:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified: SPECIAL CONTRACT REQUIREMENTS

## ELECTRONIC INVOICING PROCEDURES (MARCORSYSCOM FEB 2006)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at <a href="https://www.ccr.gov">https://www.ccr.gov</a> and (ii) register to use WAWF-RA at the <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>.

The USMC WAWF-RA point of contact is <u>MR. ROBERT KRCH</u> and can be reached at 703-432-3356 or via email at <u>robert.krch@usmc.mil</u>. The alternate point of contact is <u>MS</u>. <u>CARLA BROWN</u> and can be reached at 703-432-3189 or via email <u>carla.brown@usmc.mil</u>.

The contactor is directed to use the Invoice and Receiving Report (Combo) format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DoDAAC (M67854) as the DoDAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

Data entry information in WAWF:

Payment Office DoDAAC:

HQ0339

Issue By DoDAAC:

M67854

Admin Office DoDAAC:

S0514A

Ship to Supply:

M67854 Ext PG12

Service Acceptor DoDAAC (Services): M67854 Ext PG12

Service Acceptor DoDAAC (Supplies): S0514A

Contract Number:

M6785409D7005

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on "Send Additional Email Notifications" block on the page that appears. Add the primary point of contact's email address (provided above) in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

#### Additional email notification of invoices:

Project Officer: robert.krch@usmc.mil Contracts: albert.whitley@usmc.mil Logistics: carla.brown@usmc.mil

NOTE: The POCs identified above are for WAWF issues only. Any other contracting questions/problems should be addressed to the POC identified in Section A of the contract.

#### SPECIAL CONTRACT REQUIREMENT

#### H-1. Constructive Change Orders.

- H-1.1. No order, statement, or conduct of Government personnel who might visit the Contractor's facility or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- H-1.2. No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.
- H-1.3. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the Contractor effects any change(s) at the direction of any person other than the Contracting Officer, these change(s) will be at the Contractor's expense. No adjustment shall be made in the contract price or other contract terms and conditions, as the Contracting Officer did not approve consideration for the aforementioned unauthorized change. Further, should the unauthorized

change be to the Government's detriment, the Contractor may be held financially responsible for its correction.

#### H-2. Issuance of Delivery Orders

Firm Fixed Price Delivery Orders shall be priced in accordance with the prices as shown in Section B. Each delivery order shall contain, among other information, the date of the order, the order number, the exact quantity of units to be delivered, delivery or performance, place of delivery, any special shipping instructions, pricing, and accounting and appropriation data. The unit price of each delivery order will be determined by the number of units ordered on a given delivery order. Individual orders will be issued using the single price for the increment that corresponds to the total quantity being purchased on that order. Quantities specified in individual delivery orders may be modified prior to final delivery of items purchased under a particular delivery order, in which case additional quantities will be purchased at the price previously established by that delivery order if mutually agreed to between the Government and the Contractor. For pricing purposes, quantities are not cumulative from order to order. Delivery orders incorporate all clauses of this contract by reference.

- H-3. Incorporation of Representations and Certifications by Reference. All representations and certifications and other written statements made by the contractor in response to SECTION K at the request of the Contracting Officer, incident to the award of the contract, are hereby incorporated by reference with the same force and effect as if they were given in full text. The Offeror has completed the annual representations and certifications electronically via the Business Partner Network (BPN) web site at <a href="http://orca.bpn.gov">http://orca.bpn.gov</a> and has submitted any changes pertaining to this specific solicitation to the Contracting Officer. These amended representation(s) and/or certifications, if any, are also incorporated in the Offeror's proposal and are current, accurate, and complete as of the date of this contract.
- H-4. Responsibility in Subcontracting. The Contractor shall provide the technology processes, test procedures, data, drawings, and/or other information required to facilitate competition to the fullest extent feasible, and assure performance by selected subcontractors. The Contractor will be fully responsible for assuring that all appropriate contractual provisions and clauses are passed down to its subcontractors, and that those provisions are enforced.

### H-5. Organizational Conflict of Interest.

- H-5.1. The term "Organizational Conflict of Interest" means the following:
  (1) 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; (2) or the person's objectivity in performing the contract work is or might be otherwise impaired; (3) or a person has an unfair competitive advantage. See FAR Part 9, Subpart 9.5.
- H-5.1.2. The Contractor warrants that, to the best of its knowledge and belief, it does not have any organizational conflict of interest, as defined in FAR Part 9, Subpart 9.5.

- H-5.1.3. The Contractor agrees that, if in the performance of this contract it discovers a potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action(s) that the Contractor has taken or proposed to take to avoid, eliminate, or neutralize the conflicts. In the event that the Contractor does not disclose a known potential conflict to the Contracting Officer, the Government may terminate the contract for default.
- H-5.1.4. If the Contractor is directed by authorized Government personnel (e.g., by written tasks or verbal directions, in a Program review or otherwise) to perform services, in which, the Contractor believes constitute a potential organizational conflict of interest; the Contractor shall notify the Contracting Officer in writing. This written notification shall include the nature of the conflict of interest, and shall be submitted to the Contracting Officer within ten (10) days after receipt of the Government directive. A written determination shall be made by the Contracting Officer. The Contractor shall not expend any effort towards the performance of the services in question until this determination has been made or unless otherwise directed by the Contracting Officer.
- **H-6**. Notwithstanding any provision to the contrary contained elsewhere in the contract, the Contracting Officer is the only person authorized to approve and issue modifications to the contract. Any modification, in order to be effective, shall be issued in writing by the Contracting Officer.
- H-7. Contractor Commitments. Any written commitment by the Contractor within scope of and related to the contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for damages. Written commitments by the Contractor are further defined as follows:
- H-7.1. Any representation by the Contractor in an order or supporting documents, as to training be provided, services to be performed or any other similar matters, regardless of the fact that the duration of such commitment may exceed the duration of the contract.
- H-7.2. An order placed under this contract is not complete until the order terms and conditions have been met.
- H-8. Contractor Notice Regarding Late Delivery: In the event the Contractor for any reason anticipates or encounters difficulty in complying with the contract delivery schedule or in meeting any of the other requirements of the contract, it shall immediately notify the Contracting Officer in writing, with a copy to the cognizant Administrative Contracting Officer (ACO), if assigned, giving pertinent details. However, this data shall be considered informational only in character and receipt by the Government shall not be construed as a waiver by the Government of (a) any delivery schedule or date, or (b) compliance with any other contract requirement by the Contractor, or (c) any other rights or remedies provided to the Government by law or under this contract.

# H-9. DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (Revised January 15, 2009) (See DFARS 225.74)

NOTE: Contractors shall make note of the timeline for processing deploying personnel in accordance with the instructions contained in Attachment 3 – Contractor Deployment Requirements.

#### H-9.1. Definitions.

"Designated operational areas" include, but are not limited to, such descriptors as theater of war, theater of operations, joint operations area, amphibious objective area, joint special operations area, and area of operations. See DoD Joint Publication 3-0, Joint Operations, Chapter II, Paragraph 5, "Organizing the Operational Areas," at <a href="https://jdeis.js.mil/jdeis/index.jsp">https://jdeis.js.mil/jdeis/index.jsp</a> (select "Browse Joint Pubs" under "Joint Doctrine" heading).

# H-10. Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States.

- (1) DoDI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, serves as a comprehensive source of DoD policy and procedures concerning DoD contractor and subcontractor personnel authorized to accompany the U.S. Armed Forces. Such personnel—
  - (i) May include U.S. citizens, U.S. legal aliens, third country nationals, and local nationals;
  - (ii) May be employees of external support, systems support, or theater support contractors, as defined in Enclosure 2 of DoDI 3020.41; and
  - (iii) Are provided with an appropriate identification card under the Geneva Conventions (also see DoDI 1000.1, Identity Cards Required by the Geneva Conventions).
- (2) Not all contractor personnel in a designated operational area are authorized to accompany the U.S. Armed Forces. For example, contractor personnel performing reconstruction contracts generally are not authorized to accompany the U.S. Armed Forces.
- (3) Also see PGI 207.105(b)(20)(C) for special considerations for acquisition planning for crisis situations outside the Untied States.

## H-11. JCC-I/A CLAUSE 952.225-0009 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES (MAR 2009)

(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, <u>and U.S. employees</u>, working on military have been screened for and do not currently have active tuberculosis (TB).

- (1) Contractors may utilize a testing method of either a chest x-ray or TB skin test (TST).
- (i) Chest x-rays shall be taken and TBTs administered within 90 days prior to the start of employment.
- (ii) Screening may be performed either by a licensed medical provider from the local economy or by contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.
- (2) TB screening documentation will be required by the responsible Base Defense Operations Center (BDOC) prior to issuance of base access badges.
- (b) Contractor employees, including subcontractors at any tier, who work in positions where they are working with food or water production and distribution, shall have current Typhoid and Hepatitis "A" (full series) vaccinations, in addition to the TB tests required above.
- (1) At least the first inoculation in the Hepatitis "A" series must be given prior to the start of employment, with continuation and completion of the inoculation series. The Typhoid inoculation must be completed within two years prior to the date of employment in the food and water service capacity.
- (i) Once the complete Hepatitis "A" vaccination series is completed, it does not have to be repeated. The Typhoid vaccination requires a booster immunization every three years.
- (ii) Proof of individual employee vaccinations shall be provided to the Contracting Officer and maintained by the Contractor for examination by the Contracting Officer.

(End of Clause)

### H-12. JCC-I/A CLAUSE 952.225-0004 COMPLIANCE WITH LAWS AND REGULATIONS (MAR 2009)

- (a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.
- (b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.
- (c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

- (d) Contractor employees performing in the USCENTCOM Area of Operations (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.
- (e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.
- (f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

## H-13 JCC-I/A CLAUSE 952.222-0001 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (MAR 2009)

- (a) All contractors ("contractors" refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.
- (b) Contractors are also required to comply with the following provisions:
- (1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

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

## H-14. JCC-I/A CLAUSE 952.223-0001 REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (MAR 2009)

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

Report the following information:

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

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)

### H-15. JCC-I/A CLAUSE 952.225-0002 ARMED PERSONNEL INCIDENT REPORTS, (MAR 2009)

- (a) All contractors and subcontractors in the Multi-National Forces-Iraq (MNF-I) or Combined Joint Task Force (Afghanistan) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I or CJTF forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective MNF-I or CJTF Commanders relating to force protection and safety.
- (b) IRAQ: Contractors shall provide all incidents and use of weapons firing incidents to the MNC-I Contractor Operations Cell (CONOC) as soon as practical, based upon the situation, and submit a written report to CONOC within 4 hours. The initial report shall include the name of the company, location of the incident, time when the incident occurred, a brief description of the events leading up to the incident, and a company point of contact. A follow-up, comprehensive written report shall be provided to the CONOC within 96 hours of the incident. Reports shall be submitted to CONOC at: <a href="maintigage-maintigge-main
- (c) **AFGHANISTAN**: Contractors shall report all incidents and use of weapons through their Contracting Officers who will notify the JOC Watch at Bagram AB. (JOC SHIFT DIRECTOR, DSN: 318-431-4116; SVOIP: 431-7108) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The JOC Watch duty officer will issue guidance for further reporting requirements.
- (d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/JOC Watch.

### H-16. JCC-I/A CLAUSE 952.225-0003

# FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (MAR 2009)

- (1) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.
- (2) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, 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 protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI >/= 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somotoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).
- (3) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

- (4) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.
- (5) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated 4 June 2008, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.
- (a) Inpatient daily rate: \$2,041.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.
- (b) Outpatient visit rate: \$195.00. This includes diagnostic imaging, laboratory, pathology, and pharmacy provided at the medical facility.

## H-17. JCC-I/A CLAUSE 952.225-0005 MONTHLY CONTRACTOR CENSUS REPORTING (MAR 2009)

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

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

## H-18. JCC-I/A CLAUSE 952.225-0001 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (MAR 2009)

NOTE: Because the PSI Contractor is not authorized to carry weapons under the terms of this contract, this clause becomes self-deleting.

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, Multi-National Force

Commander and Multi-National Corps Commander orders, instructions and directives.

Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

DODI 3020.41, Program Management for Acquisition and Operational Contract Support in Contingency Operations;

DFARS 252.225-7040, Contractor Personnel Supporting a Force Deployed Outside the United States:

Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility

CPA Order #17, Registration Requirements for Private Security Companies, dated 27 Jun 04; U.S. CENTCOM Policy Letter, Mod 1, Personal Protection and Contract Security Service Arming, dated 7 Nov 2006

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

The specific location where the PSC will operate;

The persons and/or property that require protection;

The anticipated threat;

The required weapon types; and

The reason current security/police forces are inadequate.

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

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

Weapons Qualification/Familiarization. All employees must meet the qualification requirements 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.

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.

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

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

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

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

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

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

Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information

Request, CIA records, and/or any other records available;

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

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

Required Contractor Acknowledgements. Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR: Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination. Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.

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

Authorized Weapon & Ammunition Types. Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan: The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).

The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

U.S. government Ball ammunition is the standard approved ammunition.

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

Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);

Carry weapons only when on duty or at a specific post;

Not conceal any weapons, unless specifically authorized;

Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and IAW USCENTCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or and exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.

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.

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

Taking a direct part in hostilities or combat actions, other than to exercise self-defense; Failing to cooperate with Coalition and Host Nation forces;

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

Failing to use a graduated force approach;

Failing to treat the local civilians with humanity or respect; and

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

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.

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.

**Quarterly Reporting.** The prime contractor will report quarterly (i.e. NLT: 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible

for this contract, and any other organization designated by the Contracting Officer, the following information under this contract: The total number of armed civilians and contractors; The names and contact information of its subcontractors at all tiers; and A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

### (End of Clause)

# H-19. JCC-I/A Clause 5152.225-5001 Contractor Personnel Accompanying the Force with Performance in the USCENTCOM AOR

Persons convicted by a U.S. court for a crime against host country nationals shall not be employed by prime contractors or subcontractors to perform work within the United States Central Command (USCENTCOM) Area Of Responsibility (AOR).

This clause only applies to the following USCENTCOM AOR: Afghanistan, Bahrain, Egypt, Iran, Iraq, Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Lebanon, Oman, Pakistan, Qatar, Saudi Arabia, Syria, Tajikistan, United Arab Emirates, Uzbekistan, and Yemen.

### H-20. Reserved

### H-21. Antiterrorism/force protection.

### H-21.1. General.

Information and guidance pertaining to DoD antiterrorism/force protection policy for contracts that require performance or travel outside the United States can be obtained from the following offices:

- (1) For Army contracts: HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832.
- (2) For Navy contracts: Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.
- (3) For Marine Corps contracts: CMC Code POS-10; telephone, DSN 224-4177 or commercial (703) 614-4177.
- (4) For Air Force and Combatant Command contracts: The appropriate Antiterrorism Force Protection Office at the Command Headquarters. Also see <a href="https://atep.dtic.mil">https://atep.dtic.mil</a>.
- (5) For defense agency contracts: The appropriate agency security office.
- (6) For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD (SOLIC); telephone, DSN 227-7205 or commercial (703) 697-7205.

# H-22. Guide to Iraq Implementation of DFARS 252.225-7040, Contractor Personnel Authorized to Accompany Armed Forces Deployed Outside the United States.

This clause expands the following paragraphs contained in **DFARS 252.225-7040** to further explain what is authorized the deployed contractors.

Paragraph (c)(1) **Support - Contractor Security**. Contractor personnel will be provided with adequate security during all phases of the deployment. The contractor shall ensure that the Field Service Representatives (FSRs) do not venture outside the fence line of the Forward Operating Base (FOB) without adequate security. Guard tower coverage (only) at FOB Entry Control Points and/or riding in exposed vehicles during convoys is not permitted. If FSRs need to maintain a CREW system and the U.S. military cannot not provide adequate security, the FSRs shall NOT proceed outside the FOB.

Paragraph (c)(2) **Support - Medical Care**. Medical treatment is limited to resuscitative and stabilization care.

Paragraph (c)(3) **Support – Personnel.** The contractor is responsible for all personnel support unless otherwise provided for in the Statement of Work. The Government will provide the following items/access to the assigned contractor personnel in theatre: work space, communication services (normally limited to computer and telephone – when available at the work site), FSR tool kits, APO/FPO, Billeting, CAC/ID, Commissary, DFAC, excess baggage allowance of up to 100 pounds (166 pounds of total baggage), government furnished meals, military banking, military exchange, military issued equipment, MILAIR, MWR, resuscitative medical care and transportation.

Paragraph (c)(4) **Support – Letter of Authorization**. Contractor privileges and support are identified in the Letter of Authorization (LOA) issued via the Synchronized Predeployment & Operational Tracker (SPOT). **No personnel are authorized entry into the theater for MORE THAN 30 DAYS** without a SPOT generated LOA

Paragraph (f) **Processing and Departure Points.** Contractor personnel will process into and out of the Deployment Processing Center (DPC) at Camp Lejeune, NC.

Paragraph (j) Weapons. Contractor personnel are NOT authorized to carry weapons in theatre.

### H-23. Deleted

NOTE: Section I clauses of the Basic Contract (M67854-09-D-7005) are incorporated by reference.

(End of Summary of Changes)

	-	ORDI	ER FOR S	UPPL	IES OR S	ERVIC	CES			P	AGE 1 OF 19
1. CONTRACT/PURC AGREEMENT NO. M67854-09-D-70		2. DELIV	ERY ORDER/ CA	LL NO.	3 DATE OF OR (YYYYMMMD 2009 Sep 01	D)	4. REQ./ PT		TNO.		OX-A7
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# Section B - Supplies or Services and Prices

CIN: M9545009RCR8GF800020008

ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
0008		QUANTITY 12	Manmont h	\$12,200.00	\$146,400.00
	Engineering Support FFP Engineering Support, Sys Year 1 FOB: Destination MILSTRIP: M9545009R PURCHASE REQUEST	CR8GF8		80002	
				MAX NET AMT	\$146,400.00
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000801	Funding SLIN for Engine FFP FOB: Destination MILSTRIP: M9545009R PURCHASE REQUEST	CR8GF8	45009RCR8GF	UNDEFINED	\$0.00
				MAX NET AMT	\$0.00
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# Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
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M67854-09-D-7005 0002 Page 3 of 19

ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	,	MAX AMOUNT
0009		QUANTITY 1	Dollars, U.S.	\$3,105.00		\$3,105.00
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Section C - Descriptions and Specifications

### STATEMENT OF WORK

#### 1. Introduction

The contractor shall provide Engineering Support Services to the USMC CREW program in CONUS and OCONUS locations. This is a task driven effort. Work may not begin until written direction on the task is provided by Mr. Robert Huggins giving the priority of the effort and permission to start the work.

### 1.1 Objectives

The PSI will enable the Marine Corps to control program costs while extending the service life and effectiveness of CREW systems for the warfighter. The contractor will implement a program management approach that demonstrates a thorough understanding of the principal management objectives facing USMC CREW systems during the contract period of performance. The objectives guiding the USMC CREW PSI program management approach include:

### 1. Program Management:

- a. Reduce the number of program management contracting teams to oversee the USMC CREW 2.0 and 2.1 systems from three program management teams to one integrated, cohesive program management contracting team.
- b. Provide for formalized tracking of the PSI's efforts with respect to risks, metrics, and schedule.
- c. A seamless transition of current sole-source contracted efforts to the selected PSI and maintain or exceed the current level of USMC CREW systems support.

### 2. Integrated Logistics Support (ILS)

- a. Significantly reduce the complexity of the ILS support within USMC CREW program office from three sole-source contracts and one Government-Furnished Equipment (GFE) provider (PMS 408) to one ILS support structure and Failure Reporting and Corrective Action System (FRACAS) reporting system.
- b. Establish ILS support that will allow the USMC CREW to seamlessly move to organic support when and if the USMC decides organic support is ready to meet USMC CREW needs.
- c. Manage and monitor the health of the USMC CREW systems by meeting or exceeding the ILS-related performance thresholds for:
- ◆ Operational Availability (A₀) of 0.84 (0.98 objective) through logistic approaches under contractor control as the PSI.
- Reduce mean down time by 50% from approximately 2 hours to 1 hour.
- Reduce logistics footprint of personnel support for deployed systems from approximately one contractor logistics support (CLS) and field service representative (FSR) per 100 systems to one FSR per 125 systems.
- Reduce the overall storage requirement within the continental United States (CONUS) and outside the continental United States (OCONUS) by streamlining the spares provisioning process. Additionally, take the necessary actions to reduce the number of storage facilities required for CREW material storage.
- 3. Systems/Manufacturing Engineering. Ensure that vehicle integration kits (VIKs) can be designed and procured for unanticipated needs within the shortest time duration agreed upon

by the government and contractor representative, while following a formal systems engineering process.

### 2. Reserved

3. Management Approach

The contractor shall manage the full range of support services required to meet the USMC CREW's operational responsibilities identified in the CREW Systems Performance Specifications, this statement of work (SOW), the objectives outlined in paragraph 1.1 of this SOW and other program documentation (listed in request for proposal [RFP] M67854-09-R-7005, Section J) and carried forward to Section J of this contract.

The contractor's approach shall ensure that the necessary personnel, materials, equipment, training, software, application software development and maintenance, facilities, configuration management, and related services are available to meet or exceed USMC CREW program objectives.

The PSI contractor shall implement a comprehensive, cohesive, and effective team to seamlessly support the USMC CREW program office in the product support of CREW systems fielded within the USMC.

### 3.1 Reserved

# 3.2 Program Management Approach

# 3.2.1 PSI Program Management Plan

# 3.2.1.1 Management Data Reporting

The contractor shall establish a single, centralized information management system and webbased portal for reporting USMC CREW data that facilitates secure access to unclassified information relevant to management and governance of this contract. Government use of the contractor's data management system shall not require installation of client software on Government computer systems (with the exception of Internet Explorer and Microsoft Office). The contractor shall collaborate with the USMC CREW program office to develop the elements and schedule of management data reporting. Reports shall be submitted in accordance with **Exhibit A** of the contract and Paragraph 3.2.1.2 of this SOW. From distributed locations, authorized members of the CREW system's team, including subcontractors, Government users, and designated industry users shall have access based on their individual roles

### 3.2.1.2 Contract Data Requirements List and Delivery Schedule

The contractor shall deliver CDRLs in accordance with **Exhibit A** of this contract. To reduce the administrative burden and cost, the contractor shall administrative deliverables, to include meeting agendas and minutes, daily and weekly update reports, and monthly and quarterly Program Management Review (PMR) slides. Technical documentation that requires review and approval will undergo the normal delivery and review cycle as noted in the Acceptance Criteria. CDRLs shall be formatted to contain the information referenced by the Data Item Description (DID) and DID tailoring associated with each CDRL as shown in Appendix C (Contract Data Requirements List (CDRL)).

For CDRLs requiring Government approval, the customer shall have 30 calendar days to provide one set of consolidated comments. Final versions of deliverable(s) shall incorporate consolidated, prescriptive, and in-scope comments received during the comment period. Delivery with comments incorporated shall constitute acceptance of the deliverable(s). If no comments are received within the 30 calendar day comment period, the data and deliverable(s) shall be deemed to have been approved.

# 3.2.1.3 Security and Program Protection

Security Classification. The contractor shall comply with requirements in the DD Form 254, including Attachment A for Automated Information Systems (AIS) Personnel Security Program Requirements (Attachment 1) and the Joint Counter Radio Controlled Improvised Explosive Device Electronic Warfare (JCREW) Security Classification Guide (Attachment 2).

National Industrial Security Program Operating Manual. The contractor shall comply with the security requirements set forth in the National Industrial Security Program Operating Manual (NISPOM) DoD 5220.22M dated 28 February 2006.

**NISPOM Supplement 1.** When applicable, the contractor shall comply with NISPOM Supplement 1 dated February 1995.

### 3.2.1.4 Reserved

### 3.2.1.5 Configuration Management Plan

The contractor shall develop, implement, review and update the contractor Configuration Management Plan (CMP) (CDRL A003) for USMC CREW systems. The contractor CMP shall be in accordance with the JCREW Overarching CMP (Attachment 7) and USMC CREW CMP (Attachment 8). The CMP shall establish the overall plan and process for configuration management (CM) of the CREW systems, subsystems, computer software configuration items (CSCIs), hardware configuration items (HWCIs), and technical documentation for the entire life cycle of the project. The contractor shall maintain baseline configurations in accordance with the CMP, including detailing each component of the system, to include drawings, design specifications, and VIK installation work instructions. The CMP shall be used to control hardware documentation, physical hardware component designs and interfaces, configuration changes, approvals, and history. The CMP shall consist of configuration identification, documentation, control, status accounting, and audits (physical and functional), as well as baseline and data management to ensure the technical and administrative integrity of the CREW systems. The CMP shall establish the overall plan and process for CM of the CREW systems, subsystems, CSCIs, HWCIs, and technical documentation for the entire life cycle of the project.

When configuration is controlled by another organization, the contractor shall coordinate with that organization to ensure that the proper configuration management standards are maintained.

### 3.2.1.6 Travel

The contractor shall travel as tasked to accomplish work directed by this SOW and individual task orders. Flights must be approved by the contracting officer or designated representative ten (10) working days in advance of the travel. Travel is in accordance with the Joint Travel Regulations. OCONUS travel is limited to one round trip per person. All travel is limited to the actual cost burdened with

### 3.2.1.7 Reserved

# 3.2.1.8 Other Direct Costs

The contractor shall identify other direct costs required to perform this effort.

Paragraphs 3.2.2 through paragraph 3.6.1 are Reserved

# 4. Integrated Logistics Support

Paragraph 4.0 through Paragraph 4.1.4 are Reserved

# 4.1.5 Training and Training Devices

Subparagraphs 4.1.5.4 through 4.4.5.3 are Reserved

4.1.5.4 Training Materials

### 4.1.6 Technical Data

The contractor shall develop a Technical Data Process as part of the ILSP.

### 4.1.6.1 Technical Manuals and Bulletins

The contractor shall collect and manage GFI from OEMs and other sources. The contractor shall facilitate the transfer of GFI technical data package elements currently maintained by USMC CREW OEMs, CLS, and other PSPs for USMC CREW systems and upgrades.

# 4.1.6.2 Technical Data Package

As part of the VIK design and manufacturing, the contractor shall develop technical documentation as required by Section 5.1.4.

### 5. Systems/Manufacturing Engineering Capability

The contractor will integrate the Systems/Manufacturing Engineering team into a single systems/manufacturing engineering organization. This organization will provide a systems/manufacturing engineering capability to meet the objective of ensuring that VIKs can be designed and procured for unanticipated needs within a matter of weeks while following a formal systems engineering process.

# 5.1 Systems/Manufacturing Engineering Plan (SMEP) to Rapidly Produce Vehicle Integration Kits

### 5.1.1 SMEP Development

The contractor shall develop a comprehensive, tailored SMEP (CDRL A021) to support rapid design, development, integration, test, certification, and procurement of VIKs in accordance with the customer-supplied CREW System Performance Specification. A VIK may include but not be limited to the jammer, antennas, mounting brackets, cables, installation instructions, and testing to ensure that the antennas are placed in the locations that provide the best coverage while providing protection to the vehicle crew members from radiation hazards.

### 5.1.2 Rapid Design and Development of VIK

The contractor shall perform rapid design and development of VIKs in accordance with the SMEP. VIK design and development activities include the following:

- ◆ Size, Weight, Power, Cooling (SWaP-C) Analysis (CDRL A022)
- ◆ Design the VIK so that it is capable of mounting to the target vehicle without permanent modifications to the target vehicle

- ◆ Analysis to show that the VIK design does not introduce restrictions to transportation by air, sea, or land
- ◆ Preliminary Design Review (PDR). An agenda (CDRL A004) shall be posted (b) (4)

  (b) (4) three (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted (b) (4) not later than (5) working days after the review is completed.
- ◆ Critical Design Review (CDR). An agenda (CDRL A004) shall be posted

  (b) (4) hree (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted

  (b) (4) hot later than (5) working days after the review is completed.

# 5.1.3 Rapid Test and Integration of VIK

In accordance with the SMEP, the contractor shall perform VIK integration, verification, and test activities required in the USMC CREW Performance Specification. These activities shall include preparation of a Test and Evaluation Master Plan (TEMP) (CDRL A023). Test and integration results shall provide objective evidence that the applicable Performance Specification requirements have been satisfied. The contractor shall support a USMC CREW-executed third-party certification of the VIK Technical Data Package (TDP). Rapid test and integration under Delivery Orders may require all or a portion of the following tasks and activities:

- ◆ Test Readiness Review. Applicable for formal testing such as Dynamic Random Vibration and Shock, High Temperature Heat, Electromagnetic Radiation, and Electromagnetic Interference Testing. An agenda (CDRL A004) shall be (b) (4) three (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted (b) (4) not later than (5) working days after the review is completed
- ◆ Antenna Suite Pattern Testing Report (CDRL A024)
- ♦ Antenna Placement and Pattern Analysis Report (CDRL A025)
- ◆ Electromagnetic Interference Testing Report (CDRL A026)
- ◆ Electromagnetic Radiation Testing Report (CDRL A027)
- ♦ Dynamic Random Vibration and Shock Testing Report (CDRL A028)
- ◆ High Temperature Testing Report (CDRL A029)
- ◆ Power Testing Report (CDRL A030)
- Production Readiness Review. An agenda (CDRL A004) shall be posted.

  (b) (4) three (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted (b) (4) hot later than (5) working days after the review is completed
- ◆ Technical Data Package (TDP) (CDRL A031)
- ◆ Technical Manuals (CDRL A032).

#### 5.1.3.1 Production Certification

The contractor shall conduct a quality assurance evaluation to certify that each manufactured VIK matches the approved design.

### 5.1.3.2 System Safety Assessment

Safety Assessment Report. The contractor shall perform a system safety assessment and deliver a Safety Assessment Report (SAR) (CDRL A033). The SAR shall document the safety risk being assumed prior to training, test, or operation of the CREW system. The SAR shall identify safety features of the system hardware and VIK design. Specific controls or precautions to be followed when using the CREW system shall verify compliance to safety requirements identified in the performance specification, if applicable. The contractor shall attach a completed System Safety

Design Verification Checklist and Material Safety Data Sheets for hazardous materials to the SAR. The SAR shall be updated for each CREW system and VIK variant as required.

In the SAR, the contractor shall identify and document toxic and environmentally unacceptable materials used in CREW systems and VIKs; identify and document possible alternative materials; and recommend actions to eliminate or reduce the use of hazardous materials. The SAR shall address concerns about exposure to personnel during operational or maintenance procedures, to include fabrication, transportation, and set up and tear down, or resulting from damage to the equipment. The contractor shall identify material used in the system design that requires disposal as a hazardous waste, including hazardous materials incorporated into OEM parts or equipment.

# 5.1.4 Process for Development and Delivery of Required Technical Source Data, Drawings, and Manuals

The contractor shall provide a complete Product-Level Drawing Package for VIKs as appropriate. These product drawings shall include assembly drawings and detail drawings down to the piece part for items designed and developed at Government expense. The assembly and detail drawings shall provide design, engineering, manufacturing, and quality assurance requirements necessary to enable the procurement or manufacture of an interchangeable item that duplicates the physical and performance characteristics of the original product without additional design engineering or recourse to the original design activity. The product drawings shall provide the applicable technical source data and performance specification form, fit, function, and interface information needed for competitive procurement of items such as commercial off-the-shelf items that do not conform to recognized Government or industry specifications, nondevelopmental items; and items developed at private expense for which the Government has not acquired unlimited rights.

The contractor shall provide a TDP prepared in accordance with MIL-DTL-31000C. The TDP shall completely define the manufacture and installation of VIK hardware. The TDP shall include Fabrication Drawings, Cable Drawings, Parts Lists, Schematics, Installation Drawings, Specification Control Drawings, and Electrical and Mechanical Assembly Drawings.

The contractor shall develop Technical Manuals in accordance with MIL-STD-40051A. The manuals shall reference the military manuals associated with the specific equipment comprising the USMC CREW system.

### 5.1.5 VIK Metrics

The contractor shall identify and monitor VIK design metrics to enhance the VIK design and development process.

#### 5.2 Plan to Procure and Produce VIKs at Short Notice

The contractor shall execute a Quick Reaction Capability design process in accordance with the SMEP to develop an approved TDP. The contractor shall support a USMC CREW-executed third-party certification of the VIK TDP. The TDP shall support rapid procurement actions required to produce designated volumes of VIK assemblies, within a matter of weeks, for unanticipated needs.

# 5.2.1 Plan for VIK Procurement at Short Notice

The contractor shall initiate appropriate purchase order actions to procure sufficient quantities of VIK component items to support the required VIK production efforts. The contractor shall provide a VIK bill of materials (BOM) (CDRL A034).

# 5.2.2 Procurement and Production Process for Short Notice VIKs

The contractor shall manage and control the receipt, inspection, inventory, and issue of VIK components for VIK production. The contractor shall perform an operational check bench test of each OEM jammer unit in accordance with approved acceptance test procedures (ATP) (CDRL 035) prior to the incorporation of each OEM jammer into a unique identification (UID)-serialized VIK assembly. ATP data for each serialized OEM jammer shall be recorded, retained, and controlled in accordance with the CMP. The contractor shall assign an upper level part number for those VIKs not serialized under the IUID program and shall track the VIK under this assigned part number. The contractor shall track individual components (i.e. mounting brackets, transit case, cables, and antennas) that are not part of an assigned VIK by the individual component part number using approved GFE inventory processes. The contractor shall conduct a quality assurance evaluation to certify that each manufactured VIK matches the approved design. Required deliverables are the following:

- VIK Assembly Load Plan Work Instruction (CDRL A036)
- ◆ Sequenced VIK Inventory Sheet (CDRL A037)
- ♦ Sequenced Electronic VIK Packing List for each UID-Serialized VIK Assembly (CDRL A038)
- ◆ Acceptance Test Procedure for OEM Jammer Variant (CDRL A039)
- ◆ Acceptance Test Result Data for each Serialized OEM Jammer Unit (CDRL A040)
- ◆ DD-250 for Completed UID-Serialized VIK Assembly Units Delivered (CDRL A041).

### 5.3 FRACAS Analysis and Sustaining Engineering

The contractor shall provide a sustaining engineering capability to perform failure analysis, failure root-cause analysis, and development of technical source data, drawings, and manuals.

# 5.3.1 Ability to Conduct Technical Failure Analysis and Develop Appropriate Corrective Actions

In support of the FOBs and vehicles identified in SOW Section 1.2 and future CREW systems, the contractor shall employ a FRACAS engineer as the focal point for failure analysis and root-cause analysis activities. Technical failure analysis shall be conducted during the Development through Support Life-cycle phases.

### 5.3.1.1 Technical Failure Analysis and Corrective Actions

The contractor shall conduct a Failure Review Board. An agenda (CDRL A004) shall be posted (b) (4) three (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted (b) (4) not later than (5) working days after the review is completed. The contractor shall use a closed-loop FRACAS reporting system to supply data for failure analysis efforts. The contractor shall use MIL-HDBK-470 as guidance for data collection and analysis. The contractor shall prepare Failure Summary and Analysis Reports (CDRL A020) on a monthly basis in accordance with Exhibit A of this contract.

The contractor shall develop and implement appropriate corrective actions to address failures and their root causes and to reduce the likelihood of reoccurrence as part of meeting or exceeding ILS performance thresholds. Appropriate corrective action may include changes to design, manufacturing, testing, certification, manuals, documentation, training, storage, shipping, installation procedures, or operation procedures.

5.3.2 Maintaining Configuration Management Internal and External to the USMC CREW Program Office

The contractor shall maintain configuration control of technical source data, drawings, and manuals in accordance with the CMP to ensure that the contractor uses only approved, configuration-controlled data drawings and manuals to perform USMC CREW PSI services. The contractor shall provide configuration-controlled technical source data, drawings, and manuals for use within the USMC CREW program office.

# 5.3.3 Sustaining Engineering

The contractor shall provide engineering support to coordinate technical efforts, participate in engineering change proposal review and approval, support continuous improvement of systems and manufacturing metrics, and resolve system safety issues. This support shall also include participating as co-chair of the Systems/Manufacturing IPT and performing site surveys as needed to support anticipated new VIK concepts.

# 6. Innovative and Emerging Technologies and Best Business Practices

### 6.1 Innovative and Emerging Technologies

The contractor is encouraged to continually seek ways to incorporate innovative and emerging technologies that provide economic efficiency to the program and mission performance factors.

### 6.2 Best Business Practices

The contractor will seek and apply best business practices in a manner that provides economic efficiency and continuous improvements to system and mission performance factors.

### 6.3 Continuous Improvement

The contractor will identify and apply methodologies focused on continuous improvements to system and mission performance factors and the PSI effort.

Section E - Inspection and Acceptance

# INSPECTION AND ACCEPTANCE

### Project Officer:

The Project Officer for this program is:

NAME:

Robert Huggins (Primary)

PHONE:

703-432-3218

FAX:

703-432-3204

EMAIL:

Robert.Huggins@usmc.mil

NAME:

Robert Krch (Alternate)

PHONE:

703-432-3356

DAY.

703-432-3330

FAX:

703-432-3204

EMAIL:

Robert.Krch@usmc.mil

Responsibilities. Inspection and acceptance of contract deliverables are the responsibility of the Project Officer or his duly authorized representative(s) except as otherwise specified in the contract. Moreover, the Project Officer serves in a supporting role to the Contracting Officer, providing advice and expertise on technical issues. However, only the contracting officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from the statement of work requirements. In the event the contractor does deviate without written approval from the Contracting Officer, such deviations shall be at the risk of the Contractor and any cost related thereto to be fully borne by the Contractor.

#### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
8000	Origin	Government	Origin	Government
000801	Origin	Government	Origin	Government
0009	Origin	Government	Origin	Government
000901	Origin	Government	Origin	Government

Section F - Deliveries or Performance

# PERIOD OF PERFORMANCE

# PERIOD OF PERFORMANCE

The Period of Performance for this delivery order shall be 21 August 2009 through 20 August 2010.

# DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0008	POP 21-AUG-2009 TO 20-AUG-2010	N/A	MARINE CORPS SYSTEMS COMMAND ROBERT KRCH 2200 LESTER ST QUANTICO VA 22134 703-432-3351 FOB: Destination	M67854
000801	N/A	N/A	N/A	N/A
0009	POP 21-AUG-2009 TO 20-AUG-2010	N/A	MARINE CORPS SYSTEMS COMMAND ROBERT KRCH 2200 LESTER ST QUANTICO VA 22134 703-432-3351 FOB: Destination	M67854
000901	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

# ACCOUNTING AND APPROPRIATION DATA

AA: 1781319M7KC 250 67854 067443 2D C22749 COST CODE: 9RCR8GF812L2 AMOUNT: \$149,505.00 CIN M9545009RCR8GF800020008: \$146,400.00 CIN M9545009RCR8GF800020009: \$3,105.00 Section H - Special Contract Requirements

# SPECIAL CONTRACT REQUIREMENTS

# ELECTRONIC INVOICING PROCEDURES (MARCORSYSCOM FEB 2006)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at <a href="https://www.ccr.gov">https://www.ccr.gov</a> and (ii) register to use WAWF-RA at the <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>.

The USMC WAWF-RA point of contact is MR. ROBERT HUGGINS and can be reached at 703-432-3218 or via email at <u>robert.huggins@usmc.mil</u>. The alternate point of contact is MR. ROBERT KRCH and can be reached at 703-432-3356 or via email <u>robert.krch@usmc.mil</u>.

The contactor is directed to use the Invoice and Receiving Report (2-IN-1 Services) format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DoDAAC (M67854) as the DoDAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

Data entry information in WAWF:

Payment Office DoDAAC:

HQ0339

Issue By DoDAAC:

M67854

Admin Office DoDAAC:

S0514A

Ship to Supply:

M67854 Ext PG12

Service Acceptor DoDAAC:

S0514A

Contract Number:

M6785409D7005

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on "Send Additional Email Notifications" block on the page that appears. Add the primary point of contact's email address (provided above) in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

Additional email notification of invoices:

Contracts: <u>albert.whitley@usmc.mil</u> Logistics: <u>carla.brown@usmc.mil</u>

NOTE: The POCs identified above are for WAWF issues only. Any other contracting questions/problems should be addressed to the POC identified in Section A of the contract.

# SPECIAL CONTRACT REQUIREMENT

# H-1. Constructive Change Orders.

- H-1.1. No order, statement, or conduct of Government personnel who might visit the Contractor's facility or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- H-1.2. No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.
- H-1.3. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the Contractor effects any change(s) at the direction of any person other than the Contracting Officer, these change(s) will be at the Contractor's expense. No adjustment shall be made in the contract price or other contract terms and conditions, as the Contracting Officer did not approve consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the Contractor may be held financially responsible for its correction.

### H-2. Issuance of Delivery Orders

Firm Fixed Price Delivery Orders shall be priced in accordance with the prices as shown in Section B. Each delivery order shall contain, among other information, the date of the order, the order number, the exact quantity of units to be delivered, delivery or performance, place of delivery, any special shipping instructions, pricing, and accounting and appropriation data. The unit price of each delivery order will be determined by the number of units ordered on a given delivery order. Individual orders will be issued using the single price for the increment that corresponds to the total quantity being purchased on that order. Quantities specified in individual delivery orders may be modified prior to final delivery of items purchased under a particular delivery order, in which case additional quantities will be purchased at the price previously established by that delivery order if mutually agreed to between the Government and the Contractor. For pricing purposes, quantities are not cumulative from order to order. Delivery orders incorporate all clauses of this contract by reference.

- H-3. Incorporation of Representations and Certifications by Reference. All representations and certifications and other written statements made by the contractor in response to SECTION K at the request of the Contracting Officer, incident to the award of the contract, are hereby incorporated by reference with the same force and effect as if they were given in full text. The Offeror has completed the annual representations and certifications electronically via the Business Partner Network (BPN) web site at <a href="http://orca.bpn.gov">http://orca.bpn.gov</a> and has submitted any changes pertaining to this specific solicitation to the Contracting Officer. These amended representation(s) and/or certifications, if any, are also incorporated in the Offeror's proposal and are current, accurate, and complete as of the date of this contract.
- H-4. Responsibility in Subcontracting. The Contractor shall provide the technology processes, test procedures, data, drawings, and/or other information required to facilitate competition to the fullest extent feasible, and assure performance by selected subcontractors. The Contractor will be fully responsible for assuring that all appropriate contractual provisions and clauses are passed down to its subcontractors, and that those provisions are enforced.

### H-5. Organizational Conflict of Interest.

- H-5.1. The term "Organizational Conflict of Interest" means the following:
  (1) 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; (2) or the person's objectivity in performing the contract work is or might be otherwise impaired; (3) or a person has an unfair competitive advantage. See FAR Part 9, Subpart 9.5.
- H-5.1.2. The Contractor warrants that, to the best of its knowledge and belief, it does not have any organizational conflict of interest, as defined in FAR Part 9, Subpart 9.5.
- H-5.1.3. The Contractor agrees that, if in the performance of this contract it discovers a potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action(s) that the Contractor has taken or proposed to take to avoid, eliminate, or neutralize the conflicts. In the event that the Contractor does not disclose a known potential conflict to the Contracting Officer, the Government may terminate the contract for default.
- H-5.1.4. If the Contractor is directed by authorized Government personnel (e.g., by written tasks or verbal directions, in a Program review or otherwise) to perform services, in which, the Contractor believes constitute a potential organizational conflict of interest; the Contractor shall notify the Contracting Officer in writing. This written notification shall include the nature of the conflict of interest, and shall be submitted to the Contracting Officer within ten (10) days after receipt of the Government directive. A written determination shall be made by the Contracting Officer. The Contractor shall not expend any effort towards the performance of the services in question until this determination has been made or unless otherwise directed by the Contracting Officer.

- H-6. Notwithstanding any provision to the contrary contained elsewhere in the contract, the Contracting Officer is the only person authorized to approve and issue modifications to the contract. Any modification, in order to be effective, shall be issued in writing by the Contracting Officer.
- H-7. Contractor Commitments. Any written commitment by the Contractor within scope of and related to the contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for damages. Written commitments by the Contractor are further defined as follows:
- H-7.1. Any representation by the Contractor in an order or supporting documents, as to training be provided, services to be performed or any other similar matters, regardless of the fact that the duration of such commitment may exceed the duration of the contract.
- H-7.2. An order placed under this contract is not complete until the order terms and conditions have been met.
- H-8. Contractor Notice Regarding Late Delivery: In the event the Contractor for any reason anticipates or encounters difficulty in complying with the contract delivery schedule or in meeting any of the other requirements of the contract, it shall immediately notify the Contracting Officer in writing, with a copy to the cognizant Administrative Contracting Officer (ACO), if assigned, giving pertinent details. However, this data shall be considered informational only in character and receipt by the Government shall not be construed as a waiver by the Government of (a) any delivery schedule or date, or (b) compliance with any other contract requirement by the Contractor, or (c) any other rights or remedies provided to the Government by law or under this contract.

NOTE: Section I clauses of the Basic Contract (M67854-09-D-7005) are incorporated by reference.

# Section J - List of Documents, Exhibits and Other Attachments

# LIST OF DOCUMENTS AND EXHIBITS

The following Contract Data Requirement List (CDRL) Items are applicable to D. O. 0002 and shall be furnished in accordance with the terms and conditions of the Basic Contract M67854-09-D-7005. The Data Item Description (DID) information for the CDRLs is contained in pages 106 through 118.

Exhibit Line Item Number	<u>Title</u>
A003	Configuration Management Plan
A004	Meeting Agenda
A005	Meeting Minutes
A010	Integrated Master Plan (IMP)
A013	Status of Government Furnished Equipment (GFE) Report
A015	Lesson Plans
A016	Quick Reference Cards
A017	Computer Based Training
A018	Student Handbook
A019	Job Aids
A021	Systems/Manufacturing Engineering Plan
A022	SWAP-C Analysis Report
A023	Test and Evaluation Master Plan
A024	Antenna Suite Pattern Testing Report
A025	Antenna Placement and Pattern Analysis Report
A026	Electromagnetic Interference Testing Report
A027	Electromagnetic Radiation Testing Report
A028	Dynamic Random Vibration and Shock Testing Report
A029	High Temperature Testing Report
A030	Power Testing Report
A031	Technical Data Package
A032	VIK Technical Manuals
A033	Safety Assessment Report
A034	VIK Bill of Materials
A035	Acceptance Test Procedures
A036	VIK Assembly Load Plan Work Instruction
A037	Sequenced VIK Inventory Sheet
A038	Sequenced Electronic VIK Packing List For Each UID Serialized VIK
	Assembly
A039	Acceptance Test Procedures for OED Jammer Variant
A040	Acceptance Test Result Data For Each Serialized OEM Jammer Unit
A041	DD-250 For VIK Assemblies Delivered

					1 CONTRACT ID CODE			
AMENDMENT OF SOLICIT.	TION/MODIFICATION OF CONTRAC			J			1   14	
	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO			5 PRO	JECT NO.(	Ifapplicable)	
MENDMENT/MODIFICATION NO		M9545009RCR8GF80002						
	26-Oct-2009	7 ADMINISTERED BY (Ifother than item6)		CO	DE S	60514A		
SUED BY CODE	M67854	DCMA SAN DIEGO						
ARCORSYSCOM ITN: ALBERT H. WHITLEY 00 LESTER STREET JANTICO VA 22134-5010		7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241						
NAME AND ADDRESS OF CONTRACTOR	(No Street County	State and Zip Code)	T	9A. AMENDA	MENT O	F SOLIC	TATION NO	
NAME AND ADDRESS OF CONTRACTOR CIENCE APPLICATIONS INTERNATIONAL CORPO MICHAEL A SCHREIBER 10260 CAMPUS POINT DR	(No., server, count)		1	9B. DATED (	SEEITE	EM 11)		
SAN DIEGO CA 92121			X	10A. MOD. O M67854-09-D	F CONT -7005-0	RACT/0	ORDER NO.	
				10B. DATED 01-Sep-2009	(SEE I	ΓΕΜ 13)		
DE 52302	FACILITY CO	ODE 52302 APPLIES TO AMENDMENTS OF SOLI						
The above numbered solicitation is amended as set for				is extended,		ot extended		
(a) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to the ACCOUNTING AND APPROPRIATION I	THE RECEIPT OF OFFER amendment you desire to c e solicitation and this ame	SPRIOR TO THE HOUR AND DATE SPECIFIE hange an offer already submitted, such change may	be mad	Y RESULTIN le by telegram or l				
		TO MODIFICATIONS OF CONTRACT ACT/ORDER NO. AS DESCRIBED IN IT						
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A		authority) THE CHANGES SET FORTH	IINI	TEM 14 ARE	MADE	IN THE		
B. THE ABOVE NUMBERED CONTRACT, office, appropriation date, etc.) SET FOR	THIN ITEM 14, PU	RSUANT TO THE AUTHORITY OF FA			n as char	nges in pa	aying	
C THIS SUPPLEMENTAL AGREEMENT	IS ENTERED INTO I	PURSUANT TO AUTHORITY OF:						
O OTHER (Specify type of modification an Mutual agreement of the parties.	d authority)							
MPORTANT Contractor is not,	X is required to s	ign this document and return 1	cop	ies to the issu	ng offic	e.		
DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: whitleya1 thange Inspection and Acceptance Informatinggins dated 6 Oct 2009. The value of this	0315 tion and contractor's	address. Direction to start work was is			,			
cept as provided herein, all terms and conditions of the A. NAME AND TITLE OF SIGNER (Type of		tm9A or 10A, as heretofore changed, remains unch 16A. NAME AND TITLE OF C ALBERT H. WHITLEY/CONTRACTING OF	ONTE	RACTING OF		Гуре or	print)	
Sherry Eash. Sr. Contracts Representativ	e	TEL: 703-432-3186		EMAIL: albert w	nitley@usm	ic.mil		
B CONTRACTOR/OFFEROR	15C. DATE SIGN 10/26/09	ED 16B. UNITED STATES OF AMI					DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting C			_	26-0	Oct-2009	
VCERTION TO SE 30		1						

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

#### SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified: STATEMENT OF WORK

#### 1. Introduction

The contractor shall provide Engineering Support Services to the USMC CREW program in CONUS and OCONUS locations. This is a task driven effort. Work may not begin until written direction on the task is provided by Mr. Robert Huggins giving the priority of the effort and permission to start the work.

### 1.1 Objectives

The PSI will enable the Marine Corps to control program costs while extending the service life and effectiveness of CREW systems for the warfighter. The contractor will implement a program management approach that demonstrates a thorough understanding of the principal management objectives facing USMC CREW systems during the contract period of performance. The objectives guiding the USMC CREW PSI program management approach include:

### 1. Program Management:

- a. Reduce the number of program management contracting teams to oversee the USMC CREW 2.0 and 2.1 systems from three program management teams to one integrated, cohesive program management contracting team.
- b. Provide for formalized tracking of the PSI's efforts with respect to risks, metrics, and schedule.
- c. A seamless transition of current sole-source contracted efforts to the selected PSI and maintain or exceed the current level of USMC CREW systems support.

### 2. Integrated Logistics Support (ILS)

- a. Significantly reduce the complexity of the ILS support within USMC CREW program office from three sole-source contracts and one Government-Furnished Equipment (GFE) provider (PMS 408) to one ILS support structure and Failure Reporting and Corrective Action System (FRACAS) reporting system.
- b. Establish ILS support that will allow the USMC CREW to seamlessly move to organic support when and if the USMC decides organic support is ready to meet USMC CREW needs.
- c. Manage and monitor the health of the USMC CREW systems by meeting or exceeding the ILS-related performance thresholds for:
- ◆ Operational Availability (A<sub>O</sub>) of 0.84 (0.98 objective) through logistic approaches under contractor control as the PSI.
- Reduce mean down time by 50% from approximately 2 hours to 1 hour.
- Reduce logistics footprint of personnel support for deployed systems from approximately one contractor logistics support (CLS) and field service representative (FSR) per 100 systems to one FSR per 125 systems.

Reduce the overall storage requirement within the continental United States (CONUS) and outside the continental United States (OCONUS) by streamlining the spares provisioning process. Additionally, take the necessary actions to reduce the number of storage facilities required for CREW material storage.

Systems/Manufacturing Engineering. Ensure that vehicle integration kits (VIKs) can be
designed and procured for unanticipated needs within the shortest time duration agreed upon
by the government and contractor representative, while following a formal systems
engineering process.

### 2. Reserved

### 3. Management Approach

The contractor shall manage the full range of support services required to meet the USMC CREW's operational responsibilities identified in the CREW Systems Performance Specifications, this statement of work (SOW), the objectives outlined in paragraph 1.1 of this SOW and other program documentation (listed in request for proposal [RFP] M67854-09-R-7005, Section J) and carried forward to Section J of this contract.

The contractor's approach shall ensure that the necessary personnel, materials, equipment, training, software, application software development and maintenance, facilities, configuration management, and related services are available to meet or exceed USMC CREW program objectives.

The PSI contractor shall implement a comprehensive, cohesive, and effective team to seamlessly support the USMC CREW program office in the product support of CREW systems fielded within the USMC.

#### 3.1 Reserved

#### 3.2 Program Management Approach

### 3.2.1 PSI Program Management Plan

### 3.2.1.1 Management Data Reporting

The contractor shall establish a single, centralized information management system and web-based portal for reporting USMC CREW data that facilitates secure access to unclassified information relevant to management and governance of this contract. Government use of the contractor's data management system shall not require installation of client software on Government computer systems (with the exception of Internet Explorer and Microsoft Office). The contractor shall collaborate with the USMC CREW program office to develop the elements and schedule of management data reporting. Reports shall be submitted in accordance with **Exhibit A** of the contract and Paragraph 3.2.1.2 of this SOW. From distributed locations, authorized members of the CREW system's team, including subcontractors, Government users, and designated industry users shall have access based on their individual roles. (b) (4)

### 3.2.1.2 Contract Data Requirements List and Delivery Schedule

The contractor shall deliver CDRLs in accordance with **Exhibit A** of this contract. To reduce the administrative burden and cost, the contractor shall (b) (4) leliver administrative deliverables, to include meeting agendas and minutes, daily and weekly update

reports, and monthly and quarterly Program Management Review (PMR) slides. Technical documentation that requires review and approval will undergo the normal delivery and review cycle as noted in the Acceptance Criteria. CDRLs shall be formatted to contain the information referenced by the Data Item Description (DID) and DID tailoring associated with each CDRL as shown in Appendix C (Contract Data Requirements List (CDRL)).

For CDRLs requiring Government approval, the customer shall have 30 calendar days to provide one set of consolidated comments. Final versions of deliverable(s) shall incorporate consolidated, prescriptive, and in-scope comments received during the comment period. Delivery with comments incorporated shall constitute acceptance of the deliverable(s). If no comments are received within the 30 calendar day comment period, the data and deliverable(s) shall be deemed to have been approved.

# 3.2.1.3 Security and Program Protection

Security Classification. The contractor shall comply with requirements in the DD Form 254, including Attachment A for Automated Information Systems (AIS) Personnel Security Program Requirements (Attachment 1) and the Joint Counter Radio Controlled Improvised Explosive Device Electronic Warfare (JCREW) Security Classification Guide (Attachment 2).

National Industrial Security Program Operating Manual. The contractor shall comply with the security requirements set forth in the National Industrial Security Program Operating Manual (NISPOM) DoD 5220.22M dated 28 February 2006.

**NISPOM Supplement 1.** When applicable, the contractor shall comply with NISPOM Supplement 1 dated February 1995.

### 3.2.1.4 Reserved

#### 3.2.1.5 Configuration Management Plan

The contractor shall develop, implement, review and update the contractor Configuration Management Plan (CMP) (CDRL A003) for USMC CREW systems. The contractor CMP shall be in accordance with the JCREW Overarching CMP (Attachment 7) and USMC CREW CMP (Attachment 8). The CMP shall establish the overall plan and process for configuration management (CM) of the CREW systems, subsystems, computer software configuration items (CSCIs), hardware configuration items (HWCIs), and technical documentation for the entire life cycle of the project. The contractor shall maintain baseline configurations in accordance with the CMP, including detailing each component of the system, to include drawings, design specifications, and VIK installation work instructions. The CMP shall be used to control hardware documentation, physical hardware component designs and interfaces, configuration changes, approvals, and history. The CMP shall consist of configuration identification, documentation, control, status accounting, and audits (physical and functional), as well as baseline and data management to ensure the technical and administrative integrity of the CREW systems. The CMP shall establish the overall plan and process for CM of the CREW systems, subsystems, CSCIs, HWCIs, and technical documentation for the entire life cycle of the project.

When configuration is controlled by another organization, the contractor shall coordinate with that organization to ensure that the proper configuration management standards are maintained.

#### 3.2.1.6 Travel

The contractor shall travel as tasked to accomplish work directed by this SOW and individual task orders. Flights must be approved by the contracting officer or designated representative five (5) working days in advance of the travel. Travel estimates are to be submitted with the travel request. Travel is in accordance with the Joint Travel Regulations. OCONUS travel is limited to one round trip per person. All travel is limited to the actual cost burdened with (4)

#### 3.2.1.7 Reserved

#### 3.2.1.8 Other Direct Costs

The contractor shall identify other direct costs required to perform this effort.

Paragraphs 3.2.2 through paragraph 3.6.1 are Reserved

#### 4. Integrated Logistics Support

Paragraph 4.0 through Paragraph 4.1.4 are Reserved

#### 4.1.5 Training and Training Devices

Subparagraphs 4.1.5.4 through 4.4.5.3 are Reserved

4.1.5.4 Training Materials

#### 4.1.6 Technical Data

The contractor shall develop a Technical Data Process as part of the ILSP.

#### 4.1.6.1 Technical Manuals and Bulletins

The contractor shall collect and manage GFI from OEMs and other sources. The contractor shall facilitate the transfer of GFI technical data package elements currently maintained by USMC CREW OEMs, CLS, and other PSPs for USMC CREW systems and upgrades.

#### 4.1.6.2 Technical Data Package

As part of the VIK design and manufacturing, the contractor shall develop technical documentation as required by Section 5.1.4.

#### 5. Systems/Manufacturing Engineering Capability

The contractor will integrate the Systems/Manufacturing Engineering team into a single systems/manufacturing engineering organization. This organization will provide a systems/manufacturing engineering capability to meet the objective of ensuring that VIKs can be designed and procured for unanticipated needs within a matter of weeks while following a formal systems engineering process.

# 5.1 Systems/Manufacturing Engineering Plan (SMEP) to Rapidly Produce Vehicle Integration Kits

#### 5.1.1 SMEP Development

The contractor shall develop a comprehensive, tailored SMEP (CDRL A021) to support rapid design, development, integration, test, certification, and procurement of VIKs in accordance with the customer-supplied CREW System Performance Specification. A VIK may include but not be limited to the jammer, antennas, mounting brackets, cables, installation instructions, and testing to ensure that the antennas are placed in the locations that provide the best coverage while providing protection to the vehicle crew members from radiation hazards.

## 5.1.2 Rapid Design and Development of VIK

The contractor shall perform rapid design and development of VIKs in accordance with the SMEP. VIK design and development activities include the following:

- Size, Weight, Power, Cooling (SWaP-C) Analysis (CDRL A022)
- Design the VIK so that it is capable of mounting to the target vehicle without permanent modifications to the target vehicle
- ◆ Analysis to show that the VIK design does not introduce restrictions to transportation by air, sea, or land
- Preliminary Design Review (PDR). An agenda (CDRL A004) shall be posted
  (b) (4) hree (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted
  (b) (4) hot later than (5) working days after the review is completed.
- Critical Design Review (CDR). An agenda (CDRL A004) shall be posted

  (b) (4) hree (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted

  (b) (4) hot later than (5) working days after the review is completed.

#### 5.1.3 Rapid Test and Integration of VIK

In accordance with the SMEP, the contractor shall perform VIK integration, verification, and test activities required in the USMC CREW Performance Specification. These activities shall include preparation of a Test and Evaluation Master Plan (TEMP) (CDRL A023). Test and integration results shall provide objective evidence that the applicable Performance Specification requirements have been satisfied. The contractor shall support a USMC CREW-executed third-party certification of the VIK Technical Data Package (TDP). Rapid test and integration under Delivery Orders may require all or a portion of the following tasks and activities:

- Test Readiness Review. Applicable for formal testing such as Dynamic Random Vibration and Shock, High Temperature Heat, Electromagnetic Radiation, and Electromagnetic Interference Testing. An agenda (CDRL A004) shall be posted

  (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted

  (4) not later than (5) working days after the review is completed
- ♦ Antenna Suite Pattern Testing Report (CDRL A024)
- ♦ Antenna Placement and Pattern Analysis Report (CDRL A025)
- ♦ Electromagnetic Interference Testing Report (CDRL A026)
- ♦ Electromagnetic Radiation Testing Report (CDRL A027)
- ♦ Dynamic Random Vibration and Shock Testing Report (CDRL A028)
- ♦ High Temperature Testing Report (CDRL A029)
- Power Testing Report (CDRL A030)
- Production Readiness Review. An agenda (CDRL A004) shall be posted (D) (4) ree (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted (D) (4) not later than (5) working days after the review is completed
- ◆ Technical Data Package (TDP) (CDRL A031)
- Technical Manuals (CDRL A032).

#### 5.1.3.1 Production Certification

The contractor shall conduct a quality assurance evaluation to certify that each manufactured VIK matches the approved design.

#### 5.1.3.2 System Safety Assessment

Safety Assessment Report. The contractor shall perform a system safety assessment and deliver a Safety Assessment Report (SAR) (CDRL A033). The SAR shall document the safety risk being assumed prior to training, test, or operation of the CREW system. The SAR shall identify safety features of the system hardware and VIK design. Specific controls or precautions to be followed when using the CREW system shall verify compliance to safety requirements identified in the performance specification, if applicable. The contractor shall attach a completed System Safety Design Verification Checklist and Material Safety Data Sheets for hazardous materials to the SAR. The SAR shall be updated for each CREW system and VIK variant as required.

In the SAR, the contractor shall identify and document toxic and environmentally unacceptable materials used in CREW systems and VIKs; identify and document possible alternative materials; and recommend actions to eliminate or reduce the use of hazardous materials. The SAR shall address concerns about exposure to personnel during operational or maintenance procedures, to include fabrication, transportation, and set up and tear down, or resulting from damage to the equipment. The contractor shall identify material used in the system design that requires disposal as a hazardous waste, including hazardous materials incorporated into OEM parts or equipment.

# 5.1.4 Process for Development and Delivery of Required Technical Source Data, Drawings, and Manuals

The contractor shall provide a complete Product-Level Drawing Package for VIKs as appropriate. These product drawings shall include assembly drawings and detail drawings down to the piece part for items designed and developed at Government expense. The assembly and detail drawings shall provide design, engineering, manufacturing, and quality assurance requirements necessary to enable the procurement or manufacture of an interchangeable item that duplicates the physical and performance characteristics of the original product without additional design engineering or recourse to the original design activity. The product drawings shall provide the applicable technical source data and performance specification form, fit, function, and interface information needed for competitive procurement of items such as commercial off-the-shelf items that do not conform to recognized Government or industry specifications, nondevelopmental items; and items developed at private expense for which the Government has not acquired unlimited rights.

The contractor shall provide a TDP prepared in accordance with MIL-DTL-31000C. The TDP shall completely define the manufacture and installation of VIK hardware. The TDP shall include Fabrication Drawings, Cable Drawings, Parts Lists, Schematics, Installation Drawings, Specification Control Drawings, and Electrical and Mechanical Assembly Drawings.

The contractor shall develop Technical Manuals in accordance with MIL-STD-40051A. The manuals shall reference the military manuals associated with the specific equipment comprising the USMC CREW system.

#### 5.1.5 VIK Metrics

The contractor shall identify and monitor VIK design metrics to enhance the VIK design and development process.

## 5.2 Plan to Procure and Produce VIKs at Short Notice

The contractor shall execute a Quick Reaction Capability design process in accordance with the SMEP to develop an approved TDP. The contractor shall support a USMC CREW-executed third-party certification of the VIK TDP. The TDP shall support rapid procurement actions required to produce designated volumes of VIK assemblies, within a matter of weeks, for unanticipated needs.

#### 5.2.1 Plan for VIK Procurement at Short Notice

The contractor shall initiate appropriate purchase order actions to procure sufficient quantities of VIK component items to support the required VIK production efforts. The contractor shall provide a VIK bill of materials (BOM) (CDRL A034).

#### 5.2.2 Procurement and Production Process for Short Notice VIKs

The contractor shall manage and control the receipt, inspection, inventory, and issue of VIK components for VIK production. The contractor shall perform an operational check bench test of each OEM jammer unit in accordance with approved acceptance test procedures (ATP) (CDRL 035) prior to the incorporation of each OEM jammer into a unique identification (UID)-serialized VIK assembly. ATP data for each serialized OEM jammer shall be recorded, retained, and controlled in accordance with the CMP. The contractor shall assign an upper level part number for those VIKs not serialized under the IUID program and shall track the VIK under this assigned part number. The contractor shall track individual components (i.e. mounting brackets, transit case, cables, and antennas) that are not part of an assigned VIK by the individual component part number using approved GFE inventory processes. The contractor shall conduct a quality assurance evaluation to certify that each manufactured VIK matches the approved design. Required deliverables are the following:

- ♦ VIK Assembly Load Plan Work Instruction (CDRL A036)
- Sequenced VIK Inventory Sheet (CDRL A037)
- Sequenced Electronic VIK Packing List for each UID-Serialized VIK Assembly (CDRL A038)
- ◆ Acceptance Test Procedure for OEM Jammer Variant (CDRL A039)
- Acceptance Test Result Data for each Serialized OEM Jammer Unit (CDRL A040)
- ♦ DD-250 for Completed UID-Serialized VIK Assembly Units Delivered (CDRL A041).

#### 5.3 FRACAS Analysis and Sustaining Engineering

The contractor shall provide a sustaining engineering capability to perform failure analysis, failure root-cause analysis, and development of technical source data, drawings, and manuals.

## 5.3.1 Ability to Conduct Technical Failure Analysis and Develop Appropriate Corrective Actions

In support of the FOBs and vehicles identified in SOW Section 1.2 and future CREW systems, the contractor shall employ a FRACAS engineer as the focal point for failure analysis and root-cause analysis activities. Technical failure analysis shall be conducted during the Development through Support Life-cycle phases.

#### 5.3.1.1 Technical Failure Analysis and Corrective Actions

The contractor shall conduct a Failure Review Board. An agenda (CDRL A004) shall be posted (b) (4) three (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted (b) (4) not later than (5) working days after the

review is completed. The contractor shall use a closed-loop FRACAS reporting system to supply data for failure analysis efforts. The contractor shall use MIL-HDBK-470 as guidance for data collection and analysis. The contractor shall prepare Failure Summary and Analysis Reports (CDRL A020) on a monthly basis in accordance with Exhibit A of this contract.

The contractor shall develop and implement appropriate corrective actions to address failures and their root causes and to reduce the likelihood of reoccurrence as part of meeting or exceeding ILS performance thresholds. Appropriate corrective action may include changes to design, manufacturing, testing, certification, manuals, documentation, training, storage, shipping, installation procedures, or operation procedures.

# 5.3.2 Maintaining Configuration Management Internal and External to the USMC CREW Program Office

The contractor shall maintain configuration control of technical source data, drawings, and manuals in accordance with the CMP to ensure that the contractor uses only approved, configuration-controlled data drawings and manuals to perform USMC CREW PSI services. The contractor shall provide configuration-controlled technical source data, drawings, and manuals for use within the USMC CREW program office.

#### 5.3.3 Sustaining Engineering

The contractor shall provide engineering support to coordinate technical efforts, participate in engineering change proposal review and approval, support continuous improvement of systems and manufacturing metrics, and resolve system safety issues. This support shall also include participating as co-chair of the Systems/Manufacturing IPT and performing site surveys as needed to support anticipated new VIK concepts.

## 6. Innovative and Emerging Technologies and Best Business Practices

## 6.1 Innovative and Emerging Technologies

The contractor is encouraged to continually seek ways to incorporate innovative and emerging technologies that provide economic efficiency to the program and mission performance factors.

#### 6.2 Best Business Practices

The contractor will seek and apply best business practices in a manner that provides economic efficiency and continuous improvements to system and mission performance factors.

#### 6.3 Continuous Improvement

The contractor will identify and apply methodologies focused on continuous improvements to system and mission performance factors and the PSI effort.

SECTION E - INSPECTION AND ACCEPTANCE

The Acceptance/Inspection Schedule for CLIN 0008 has been changed from:

INSPECT AT

**INSPECT BY** 

ACCEPT AT

Origin

Government

Origin

ACCEPT BY Government

To:	INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
art.	Acceptance/Inspection Schedule for	SUBCLIN 000801	has been changed from:	
The	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
	Origin	Government	Origin	Government
To:		INSPECT BY	ACCEPT AT	ACCEPT BY
	INSPECT AT Destination	Government	Destination	Government
The	: Acceptance/Inspection Schedule for INSPECT AT Origin	CLIN 0009 has be INSPECT BY Government	en changed from: ACCEPT AT Origin	ACCEPT BY Government
То:		INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
The	e Acceptance/Inspection Schedule for	r SUBCLIN 00090	I has been changed from:	
1 116	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
	Origin	Government	Origin	Government
To:		INSPECT BY	ACCEPT AT	ACCEPT BY
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	Destination	Government		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified: SPECIAL CONTRACT REQUIREMENTS

## ELECTRONIC INVOICING PROCEDURES (MARCORSYSCOM FEB 2006)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at <a href="http://www.ccr.gov">http://www.ccr.gov</a> and (ii) register to use WAWF-RA at the <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a> within ten (10) days after award of the contract or modification

incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>.

The USMC WAWF-RA point of contact is MR. ROBERT HUGGINS and can be reached at 703-432-3218 or via email at <u>robert.huggins@usme.mil</u>. The alternate point of contact is MR. ROBERT KRCH and can be reached at 703-432-3356 or via email <u>robert.krch@usmc.mil</u>.

The contactor is directed to use the Invoice and Receiving Report (2-IN-1 Services) format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DoDAAC (M67854) as the DoDAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

## Data entry information in WAWF:

Payment Office DoDAAC:

Issue By DoDAAC:

Admin Office DoDAAC:

M67854

S0514A

Ship to Supply: M67854 Ext PG12
Service Acceptor DoDAAC (Services): M67854 Ext PG12

Service Acceptor DoDAAC (Supplies): S0514A

Contract Number: M6785409D7005

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on "Send Additional Email Notifications" block on the page that appears. Add the primary point of contact's email address (provided above) in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

## Additional email notification of invoices:

Project Officer: robert.krch@usmc.mil Engineering: robert.huggins@usmc.mil Contracts: albert.whitley@usmc.mil Logistics: carla.brown@usmc.mil

NOTE: The POCs identified above are for WAWF issues only. Any other contracting questions/problems should be addressed to the POC identified in Section A of the contract.

## SPECIAL CONTRACT REQUIREMENT

## H-1. Constructive Change Orders.

H-1.1. No order, statement, or conduct of Government personnel who might visit the Contractor's facility or in any other manner communicate with Contractor personnel during the

performance of this contract shall constitute a change under the "Changes" clause of this contract.

- H-1.2. No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.
- H-1.3. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the Contractor effects any change(s) at the direction of any person other than the Contracting Officer, these change(s) will be at the Contractor's expense. No adjustment shall be made in the contract price or other contract terms and conditions, as the Contracting Officer did not approve consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the Contractor may be held financially responsible for its correction.

## · H-2. Issuance of Delivery Orders

Firm Fixed Price Delivery Orders shall be priced in accordance with the prices as shown in Section B. Each delivery order shall contain, among other information, the date of the order, the order number, the exact quantity of units to be delivered, delivery or performance, place of delivery, any special shipping instructions, pricing, and accounting and appropriation data. The unit price of each delivery order will be determined by the number of units ordered on a given delivery order. Individual orders will be issued using the single price for the increment that corresponds to the total quantity being purchased on that order. Quantities specified in individual delivery orders may be modified prior to final delivery of items purchased under a particular delivery order, in which case additional quantities will be purchased at the price previously established by that delivery order if mutually agreed to between the Government and the Contractor. For pricing purposes, quantities are not cumulative from order to order. Delivery orders incorporate all clauses of this contract by reference.

- H-3. Incorporation of Representations and Certifications by Reference. All representations and certifications and other written statements made by the contractor in response to SECTION K at the request of the Contracting Officer, incident to the award of the contract, are hereby incorporated by reference with the same force and effect as if they were given in full text. The Offeror has completed the annual representations and certifications electronically via the Business Partner Network (BPN) web site at <a href="http://orca.bpn.gov">http://orca.bpn.gov</a> and has submitted any changes pertaining to this specific solicitation to the Contracting Officer. These amended representation(s) and/or certifications, if any, are also incorporated in the Offeror's proposal and are current, accurate, and complete as of the date of this contract.
- H-4. Responsibility in Subcontracting. The Contractor shall provide the technology processes, test procedures, data, drawings, and/or other information required to facilitate competition to the fullest extent feasible, and assure performance by selected subcontractors.

The Contractor will be fully responsible for assuring that all appropriate contractual provisions and clauses are passed down to its subcontractors, and that those provisions are enforced.

## H-5. Organizational Conflict of Interest.

- H-5.1. The term "Organizational Conflict of Interest" means the following:

  (1) 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; (2) or the person's objectivity in performing the contract work is or might be otherwise impaired; (3) or a person has an unfair competitive advantage. See FAR Part 9, Subpart 9.5.
- H-5.1.2. The Contractor warrants that, to the best of its knowledge and belief, it does not have any organizational conflict of interest, as defined in FAR Part 9, Subpart 9.5.
- H-5.1.3. The Contractor agrees that, if in the performance of this contract it discovers a potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action(s) that the Contractor has taken or proposed to take to avoid, eliminate, or neutralize the conflicts. In the event that the Contractor does not disclose a known potential conflict to the Contracting Officer, the Government may terminate the contract for default.
- H-5.1.4. If the Contractor is directed by authorized Government personnel (e.g., by written tasks or verbal directions, in a Program review or otherwise) to perform services, in which, the Contractor believes constitute a potential organizational conflict of interest; the Contractor shall notify the Contracting Officer in writing. This written notification shall include the nature of the conflict of interest, and shall be submitted to the Contracting Officer within ten (10) days after receipt of the Government directive. A written determination shall be made by the Contracting Officer. The Contractor shall not expend any effort towards the performance of the services in question until this determination has been made or unless otherwise directed by the Contracting Officer.
- **H-6**. Notwithstanding any provision to the contrary contained elsewhere in the contract, the Contracting Officer is the only person authorized to approve and issue modifications to the contract. Any modification, in order to be effective, shall be issued in writing by the Contracting Officer.
- H-7. Contractor Commitments. Any written commitment by the Contractor within scope of and related to the contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for damages. Written commitments by the Contractor are further defined as follows:
- H-7.1. Any representation by the Contractor in an order or supporting documents, as to training be provided, services to be performed or any other similar matters, regardless of the fact that the duration of such commitment may exceed the duration of the contract.

H-7.2. An order placed under this contract is not complete until the order terms and conditions have been met.

H-8. Contractor Notice Regarding Late Delivery: In the event the Contractor for any reason anticipates or encounters difficulty in complying with the contract delivery schedule or in meeting any of the other requirements of the contract, it shall immediately notify the Contracting Officer in writing, with a copy to the cognizant Administrative Contracting Officer (ACO), if assigned, giving pertinent details. However, this data shall be considered informational only in character and receipt by the Government shall not be construed as a waiver by the Government of (a) any delivery schedule or date, or (b) compliance with any other contract requirement by the Contractor, or (c) any other rights or remedies provided to the Government by law or under this contract.

NOTE: Section I clauses of the Basic Contract (M67854-09-D-7005) are incorporated by reference.

(End of Summary of Changes)

AWARD/CONTRACT	UNDER DPAS					DX-A7	PAGE	159
2. CONTRACT (Proc. Inst. Ident.) NO. M67854-09-D-7005	3. EFFECTIVE D	ATE	ug 2009	4. REQU	JISITION/PURC	HASE REQUEST/		
5. ISSUED BY COD MARCORSYSCOM 027 ATTH: 027 JAMES M. HARVEY 2200 LESTER STREET QUANTICO VA 22134	6. ADMINISTE DCMA SAN DIEGO 7675 DAGGET STREI SUITE 200 SAN DIEGO CA 9211	ΞT	her than Isem 5)	COI	DE S0514A	SCD: A		
7. NAME AND ADDRESS OF CONTRA SCIENCE APPLICATIONS INTERNATIONAL CORPO MICHAEL A SCHREIBER 1710SAIC DR MOLEAN VIRGINIA 22102-9703	and zip code)		8. DELIVERY [ ] FOB ( 9. DISCOUNTFO Net 30 Days	ORIGIN [X]		e belaw)		
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CODE 52302 11. SHIP TO/MARK FOR CODE  See Schedule	12. PAYMENT DFAS - COLUMBUS DFAS-COWEST EN PO BOX 182381 COLUMBUS OH 432	CENTER TITLEMENT OPE	ADE BY	COD	E HO0339			
13. AUTHORITY FOR USING OTHER T COMPETITION:	HAN FULL AND O	PEN	14. ACCOUNT1	NG AND API	PROPRIATION	DATA		
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(X) SEC. DESCRIPTION			(X) SEC.		DE	SCRIPTION		PAGE(S)
X A SOLICITATION CONTRACT X B SUPPLIES OR SERVICES AND	FORM	1 2 - 33		TRACT CLA	USES	BIIS AND OTHE	CD 1 MO1 CIT	90 - 105
X C DESCRIPTION/SPECS/WOR X D PACKAGING AND MARKING X E INSPECTION AND ACCEPTA X F DELIVERIES OR PERFORMAL X G CONTRACT ADMINISTRATI	K STATEMENT NCE NCE ON DATA	34 - 59 60 - 61 62 - 64 65 - 69 70 - 73	X I LIST P K REPI OTH L INST	OF ATTACE ARTIV - RE RESENTATION ER STATEM RS., CONDS.,	MENTS PRESENTATIO  ONS, CERTIFICA ENTS OF OFFEI AND NOTICES	NS AND INSTRUC ATIONS AND RORS STO OFFERORS		106 - 15
	ONTRACTINGOF		L COMPLETE I	TEM 17 OR I		BLE		
7.1 (X) (CONTRACTOR'S NEGOTIATED AGREEMENT document and renum! copies to issuing office.) Contems or perform all the services set forth or otherwise identification at the subject to and governed by the following did by the solicitation, if any, and (e) such provisions, represent as are uttached or incorporated by reference herein.  (Attachments are listed herein.)  19A. NAME AND TITLE OF SIGNER (INCHARLEL A. SCHREIBER (INCHARLEL A. SCHREIBER (INCHARLEL A. SCHREIBER))	tractor agrees to furnish antified above and on any contiguations of the parties to this cuments: (a) this awards on any contiguations of the parties to this cuments: (b) this awards on atoms, certifications, and specific	d deliver all inuation entract, ecifications,	above, is hereby accept	-0002  or changes made by ed as to the items if ites of the following No further contra  CONTRACTI  H. WI	y you which additions o issed above and on any 3 documents: (a) the Gr cental document is necess ING OFFICER	r changes are set forth in f continuation sheets. This a overmment's solicitation an	ward consumme d your offer, and	tes .
19B. NAME OF CONTRACTOR  BY Jihael A. Sobneile  (Signature of person authorized to sign)		E SIGNED	20B. UNITED ST	H-W			20C. DATE	

Previous edition is usable

STANDARD FORM 26 (REV. 12/2002) Prescribed by GSA FAR (48 CFR) 53.214(a)

#### Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
0001	Program Management FFP Program Management Year I FOB: Destination	QUANTITY 12	Months	\$279,700.00	\$3,356,400.00
				MAX NET AMT	\$3,356,400.00
ITEM NO 0002	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT Manmont	UNIT PRICE \$8,600.00	MAX AMOUNT
0002	Maintenance Technician FFP Maintenance Technician, Year 1 FOB: Destination		h	\$8,000.00	\$0.00
				MAX NET AMT	\$0.00

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SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** ITEM NO MAX AMOUNT **QUANTITY** 0003 **UNDEFINED** Manmont \$26,400.00 \$0.00 h Maintenance Technician **FFP** Maintenance Technician, OCONUS (O-Level) Year 1 FOB: Destination MAX \$0.00 **NET AMT** ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY 0004 UNDEFINED \$27,400.00 Manmont \$0.00 Maintenance Technician **FFP** Maintenance Technician, OCONUS Original Equipment (OEM), (I-Level) Year 1 FOB: Destination MAX \$0.00 **NET AMT** 

Page 4 of 160

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		UNDEFINED	Manmont h	\$20,100.00	\$0.00
	Maintenance Technician FFP				
	Maintenance Technician, Year I	Marine Expedition	nary Unit (MEI	U) Afloat	
	FOB: Destination				
				-	
				MAX NET AMT	\$0.00
ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	· MAX AMOUNT
0006		QUANTITY UNDEFINED		UNDEFINED	\$0.00
	Reserved FFP				\$0.00
	Year 1	ü			
				MAX -	0000
				NET AMT	\$0.00

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ITEM NO 0007	SUPPLIES/SERVICES  Reserved FFP Year I	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE UNDEFINED	MAX AMOUNT \$0.00
				MAX NET AMT	\$0.00
ITEM NO 0008	SUPPLIES/SERVICES  Engineering Support FFP Engineering Support, Syst Year 1 FOB: Destination	MAX QUANTITY UNDEFINED tems/Manufacturin	UNIT  Manmont h	UNIT PRICE \$12,200.00	MAX AMOUNT \$0.00
	1 OB. Destination			MAX NET AMT	\$0.00

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ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
0009		QUANTITY UNDEFINED	Dollars, U.S.	\$1.00	\$0.00
	Other Direct Costs		0.5.		
	FFP Other Direct Costs (ODC)				
	Year I		4		
	FOB: Destination				
				2000	
				MAX NET AMT	\$0.00
				NET AWI	
ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
0010		QUANTITY UNDEFINED	Dellana	LNIDEENIED	
0010		UNDEFINED	Dollars, U.S.	UNDEFINED	\$0.00
	Rotator Flights				
	COST				
	Rotator Flights In Theater				
	Year 1				
	FOB: Destination				
				MAX COST	UNDEFINED

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SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** ITEM NO QUANTITY

MAX AMOUNT

NSP

0011

**CDRLs** 

**FFP** 

Contract Data Requirements List (CDRL)

FOB: Destination

MAX **NET AMT** 

ITEM NO SUPPLIES/SERVICES MAX

UNIT

**UNIT PRICE** 

MAX AMOUNT

0012

QUANTITY **UNDEFINED** 

Dollars, U.S.

UNDEFINED

\$0.00

Travel

COST

Flight must be approved by Contracting Officer or designated representative, in advance. Travel is in accordance with the Joint Travel Regulations (JTR). OCONUS Travel is limited to one round trip per person. All Travel is limited to the actual cost burdened (b) (4)

Year 1

FOB: Destination

MAX COST

UNDEFINED

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0101	Program Management FFP Program Management Year 2	12	Manmont h	\$291,400.00	\$3,496,800.00
	FOB: Destination				
				MAX NET AMT	\$3,496,800.00
ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAY AMOUR IT
0102	SOLI ELES/SERVICES	QUANTITY UNDEFINED	Manmont	\$8,700.00	MAX AMOUNT
	Maintenance Technician FFP Maintenance Technician, O Year 2		h	φο, 700.00	\$0.00
	FOB: Destination				
				MAX NET AMT	\$0.00

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0103		UNDEFINED	Manmont h	\$26,900.00	\$0.00
	Maintenance Technician FFP				
	Maintenance Technician, Year 2	OCONUS (O-Lev	el)		
	FOB: Destination				
				MAX NET AMT	\$0.00
			167		
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0104		UNDEFINED	Manmont h	\$27,200.00	\$0.00
	Maintenance Technician FFP				
	Maintenance Technician, (I-Level) Year 2	OCONUS, Origin	al Equipment M	fanufacturer (OEM),	
	FOB: Destination				
			,		
				MAX	\$0.00
				NET AMT	7.5100

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\$22,400.00	Manmont h	QUANTITY UNDEFINED		0105
) A G = -				
\ A C .			Maintenance Technician FFP	
) Afloat	nay Unit (MEU	Marine Expedition	Maintenance Technician, Year 2	
			FOB: Destination	
MAX NET AMT				
UNIT PRICE	UNIT		SUPPLIES/SERVICES	ITEM NO
UNDEFINED		UNDEFINED	Reserved FFP Year 2	0106
MAX NET AMT				
NIT PRICE NDEFINED	U Uì	UNIT U	MAX UNIT UT QUANTITY UNDEFINED UT	SUPPLIES/SERVICES MAX UNIT UNDEFINED

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ITEM NO 0107	SUPPLIES/SERVICES  Reserved FFP Year 2	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE UNDEFINED	MAX AMOUNT \$0.00
				MAX NET AMT	\$0.00
ITEM NO 0108	SUPPLIES/SERVICES  Engineering Support FFP Engineering Support, Syst Year 2  FOB: Destination	MAX QUANTITY UNDEFINED	UNIT Manmont h	UNIT PRICE \$12,800.00	MAX AMOUNT \$0.00
				MAX NET AMT	\$0.00

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					1 age 12 01 100
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0109		UNDEFINED	Dollars, U.S.	\$1.00	\$0.00
	Other Direct Costs				
	FFP				,
	Other Direct Costs (ODC) Year 2				
	FOB: Destination				
				_	
				MAX	\$0.00
				NET AMT	
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0110		UNDEFINED	Dollars, U.S.	UNDEFINED	\$0.00
	Rotator Flights				
	COST				
	Rotator Flights In Theater				
	Year 2				
	FOB: Destination				
				MAX COST	UNDEFINED

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SUPPLIES/SERVICES ITEM NO

MAX QUANTITY UNIT **UNIT PRICE** 

MAX AMOUNT

**NSP** 

0111

**CDRLs** 

**FFP** 

Contract Data Requirements List (CDRL)

FOB: Destination

MAX **NET AMT** 

ITEM NO SUPPLIES/SERVICES

MAX

UNIT

UNIT PRICE

MAX AMOUNT

0112

QUANTITY

Dollars,

UNDEFINED

UNDEFINED

U.S.

\$0.00

Travel

COST

Flight must be approved by Contracting Officer or designated representative, in advance. Travel is in accordance with the Joint Travel Regulations (JTR). OCONUS Travel is limited to one round trip per person. All Travel is limited to the actual cost burdened (b) (4) the actual cost burdened

Year 2

FOB: Destination

MAX COST

UNDEFINED

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0201		12	Manmont h	\$297,800.00	\$3,573,600.00
	Program Management FFP		п		
	Program Management Year 3				
	FOB: Destination				
	4			MAX NET AMT	\$3,573,600.00
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0202		UNDEFINED	Manmont h	\$8,900.00	\$0.00
	MaintenanceTechnician FFP		"		
	Maintenance Technician, Year 3	CONUS (O-Level)			
	FOB: Destination				
				_	
				MAX NET AMT	\$0.00

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0203		UNDEFINED	Manmont h	\$27,400.00	\$0.00
	Maintenance Technician FFP				
	Maintenance Technician, Year 3	OCONUS (O-Lev	rel)		
	FOB: Destination				
				MAX	\$0.00
				NET AMT	
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0204		UNDEFINED	Manmont h	\$27,800.00	\$0.00
	Maintenance Technician FFP				
	Maintenance Technician, Level)	OCONUS Origina	l Equipment M	anufacturer (OEM) (I-	
	Year 3 FOB: Destination				
				MAX NET AMT	\$0.00

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0205		UNDEFINED	Manmont h	\$22,800.00	\$0.00
	Maintenance Technician FFP				
	Maintenance Technician, Year 3	Marine Expedition	nary Unit (ME	U) Afloat, (O-Level)	
	FOB: Destination				
				_	
				MAX NET AMT	\$0.00
ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAYAMOTE
0206		QUANTITY UNDEFINED		UNDEFINED	MAX AMOUNT
	Reserved FFP			CNDELINED	\$0.00
	Year 3				
				-	
	v.			MAX NET AMT	\$0.00

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1TEM NO 0207	SUPPLIES/SERVICES  Reserved FFP Year 3	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE UNDEFINED	MAX AMOUNT \$0.00
				MAX NET AMT	\$0.00
ITEM NO 0208	SUPPLIES/SERVICES  Engineering Support FFP Engineering Support, Syst Year 3 FOB: Destination	MAX QUANTITY UNDEFINED	UNIT  Manmont h	UNIT PRICE \$13,300.00	MAX AMOUNT \$0.00
				MAX NET AMT	\$0.00

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0209	Other Direct Costs FFP Other Direct Costs (ODC) Year 3 FOB: Destination	UNDEFINED	Dollars, U.S.	\$1.00	\$0.00
				MAX NET AMT	\$0.00
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0210		UNDEFINED	Dollars, U.S.	UNDEFINED	\$0.00
	Rotator Flights				
	COST				
	Rotator Flights In Theater				
	Year 3 FOB: Destination	4.7			
				MAX COST	UNDEFINED

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ITEM NO SUPPLIES/SERVICES

MAX QUANTITY UNIT PRICE

MAX AMOUNT

NSP

0211

**CDRLs** 

FFP

Contract Data Requirements List (CDRL)

Year 3

FOB: Destination

MAX NET AMT

ITEM NO SUPPLIES/SERVICES

MAX

UNIT

UNIT

**UNIT PRICE** 

MAX AMOUNT

0212

QUANTITY

UNDEFINED Dollars, U.S.

UNDEFINED

\$0.00

Travel

COST

Flight must be approved by Contracting Officer or designated representative, in advance. Travel is in accordance with the Joint Travel Regulations (JTR). OCONUS Travel is limited to one round trip per person. All Travel is limited to the actual cost burdened (b) (4)

Year 2

FOB: Destination

MAX COST

UNDEFINED

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ITEM NO 0301	SUPPLIES/SERVICES  Program Management FFP Program Management Year 4	MAX QUANTITY 12	UNIT Manmont h	UNIT PRICE \$305,500.00	MAX AMOUNT \$3,666,000.00
	FOB: Destination			MAX NET AMT	\$3,666,000.00
ITEM NO 0302	SUPPLIES/SERVICES  Maintenance Technician FFP  Maintenance Technician, of Year 4 FOB: Destination	MAX QUANTITY UNDEFINED CONUS (O-Level)	UNIT  Manmont h	UNIT PRICE \$9,100.00	MAX AMOUNT \$0.00
				MAX NET AMT	\$0.00

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0303		UNDEFINED	Manmont h	\$27,100.00	\$0.00
	Maintenance Technician FFP		*		
	Maintenance Technician, Year 4	OCONUS (O-Lev	/el)		
	FOB: Destination				
				MAX	\$0.00
				NET AMT	30.00
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0304		UNDEFINED	Manmont h	\$28,300.00	\$0.00
	Maintenance Technician FFP				
	Maintenance Technician, (Level)	OCONUS Origina	l Equipment M	lanufacturer (OEM) (I-	
	Year 4 FOB: Destination				
				MAX NET AMT	\$0.00

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0305	Maintenance Technician	UNDEFINED	Manmont h	\$23,400.00	\$0.00
	FFP Maintenance Technician, Year 4 FOB: Destination	Marine Expedition	nary Unit (MEU	J) Afloat (O-Level)	
				MAX NET AMT	\$0.00
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0306	Reserved FFP Year 4	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

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ITEM NO 0307	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE UNDEFINED		MAX AMOUNT
	Reserved FFP Year 4			CNDETINED		\$0.00
				MAX NET AMT	-	\$0.00
ITEM NO 0308	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT Manmont	UNIT PRICE \$13,900.00		MAX AMOUNT \$0.00
	Engineering Support FFP Engineering Support, Syst Year 4 FOB: Destination	tems/Manufacturin	h g			
				MAX NET AMT		\$0.00

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0309	Other Direct Costs FFP Other Direct Costs (ODC) Year 4 FOB: Destination	UNDEFINED	Dollars, U.S.	\$1.00	\$0.00
				MAX NET AMT	\$0.00
ITEM NO 0310	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT Dollars,	UNIT PRICE UNDEFINED	MAX AMOUNT \$0.00
	Rotator Flights COST Rotator Flights In Theater Year 4 FOB: Destination		U.S.		
			÷	MAX COST	UNDEFINED

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ITEM NO SUPPLIES/SERVICES

MAX QUANTITY UNIT UNIT PRICE

MAX AMOUNT

NSP

0311

**CDRLs** 

**FFP** 

Contract Data Requirements List (CDRL)

Year 4

FOB: Destination

MAX NET AMT

ITEM NO SUPPLIES/SERVICES

MAX

UNIT

**UNIT PRICE** 

MAX AMOUNT

0312

QUANTITY UNDEFINED

Dollars,

**UNDEFINED** 

1.00

\$0.00

U.S.

Travel

COST

Flight must be approved by Contracting Officer or designated representative, in advance. Travel is in accordance with the Joint Travel Regulations (JTR). OCONUS Travel is limited to one round trip per person. All Travel is limited to the actual cost burdened

Year 3

FOB: Destination

MAX COST

UNDEFINED

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0401	Program Management FFP Program Management Year 5 FOB: Destination	12	Months	\$314,400.00		\$3,772,800.00
				MAX NET AMT		\$3,772,800.00
ITEM NO 0402	SUPPLIES/SERVICES  Maintenance Technician FFP  Maintenance Technician, Year 5 FOB: Destination	MAX QUANTITY UNDEFINED CONUS (O-Level	UNIT  Manmont  h	UNIT PRICE \$9,400.00	. 1	MAX AMOUNT \$0.00
				MAX NET AMT	,	\$0.00

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT	
0403		UNDEFINED	Manmont	\$27,400.00	\$0.00	
	Maintenance Technician FFP		h			
	Maintenance Technician, Year 5	OCONUS (O-Lev	vel)			
	FOB: Destination					
				MAX · NET AMT	\$0.00	
				NET AWIT		
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT	
0404		UNDEFINED	Manmont h	\$28,600.00	\$0.00	
	Maintenance Technician FFP					
	Maintenance Technician, OCONUS Original Equipment Manufacturer (OEM) (I-Level)					
	Year 5					
	FOB: Destination					
			v 1)			
				MAX NET AMT	\$0.00	

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MAX AMOUNT	UNIT PRICE	UNIT	MAX QUANTITY	SUPPLIES/SERVICES	ITEM NO
\$0.00	\$24,100.00	Manmont h	UNDEFINED		0405
				Maintenance Technician FFP	
	J) Afloat ((O-Level)	nary Unit (MEU	Marine Expedition	Maintenance Technician, Year 5	
				FOB: Destination	
\$0.00	MAX				
	NET AMT				
MAX AMOUNT	UNIT PRICE	UNIT	MAX	SUPPLIES/SERVICES	ITEM NO
\$0.00	UNDEFINED		QUANTITY UNDEFINED	D I	0406
				Reserved FFP	
				Year 5	
\$0.00	MAX				
40.00	NET AMT				

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ITEM NO 0407	SUPPLIES/SERVICES  Reserved FFP Year 5	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE UNDEFINED	MAX AMOUNT \$0.00
				MAX NET AMT	\$0.00
ITEM NO 0408	SUPPLIES/SERVICES  Engineering Support FFP Engineering Support, Syst Year 5 FOB: Destination	MAX QUANTITY UNDEFINED tems/ Manufacturi	UNIT  Manmont h	UNIT PRICE \$14,500.00	MAX AMOUNT \$0.00
				MAX NET AMT	\$0.00

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0409		UNDEFINED	Dollars, U.S.	\$1.00	\$0.00
	Other Direct Costs FFP				
	Other Direct Costs (ODC)				4
	Year 5 FOB: Destination				
				MAX	\$0.00
				NET AMT	
ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
	SOLL BILDS, SOLLVI, COLO	QUANTITY			
0410		UNDEFINED	Dollars, U.S.	UNDEFINED	\$0.00
	Rotator Flights				
	COST				
	Rotator Flights In Theater				
	Year 5				
	FOB: Destination				
				MAX COST	UNDEFINED

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ITEM NO SUPPLIES/SERVICES

MAX QUANTITY UNIT UNIT PRICE

MAX AMOUNT

NSP

0411

**CDRLs** 

FFP

Contract Data Requirements List (CDRL)

Year 5

FOB: Destination

MAX NET AMT

ITEM NO

SUPPLIES/SERVICES

MAX

UNIT

Dollars,

U.S.

**UNIT PRICE** 

MAX AMOUNT

0412

QUANTITY UNDEFINED

)

UNDEFINED

\$0.00

Travel

COST

Flight must be approved by Contracting Officer or designated representative, in advance. Travel is in accordance with the Joint Travel Regulations (JTR). OCONUS Travel is limited to one round trip per person. All Travel is limited to the actual cost burdened

Year 4

FOB: Destination

MAX COST

UNDEFINED

## SCHEDULE OF SUPPLIES/SERVICES

The base period of One (1) Year and four (4) additional years are 12 months each for a total of 60 months.

#### **Terms and Conditions**

- B-1. CLIN 0X12 is established as a cost reimbursable CLIN for CONUS TDY Travel and OCONUS Travel to Theater. Reimbursement is limited to the actual cost burdened according to the contractor's disclosure statement.
- B-2. OCONUS Living expenses shall be included in the price for all appropriate labor categories. Military airlift in theater (Rotator Flight) shall be billed to CLIN 0010 on a cost reimbursement basis burdened within the AOR. CONUS and OCONUS Travel shall be billed against CLIN 0012 on a reimbursable burdened CLIN 0012. All Travel shall be approved by the Government in advance.
- B-3. CLIN 0X10, Rotator Flight in Theater and CLIN 0X12, Travel shall be incrementally funded by the government.
- B-4. Costs for CLIN 0011, CDRLs shall be included in the price for CLIN 0001, Program Management.
- B-5. This contract is a Firm Fixed Price Indefinite Delivery Indefinite Quantity contract as outlined in FAR 16.501-1. CLINs 0X10 and 0X12 are excluded from this definition as they are cost reimbursable CLINs.
- B-6. FOB Point.
- F. o. b. shall be as specified in each Delivery Order issued hereunder. Acceptance shall be by the government.
- B-7. Surge/Draw-down of Forward Presence.

World events may require a temporary surge in labor or a permanent draw-down of forward deployed Marines that will result in either a temporary increase or a permanent decrease of support. Likewise, manpower may be shifted between Forward Operating Bases (FOBs) in CENTCOM between OIF and OEF Area of Responsibility (AOR) as the Marines are moved. In the event either a surge or a draw-down of support is required, the impact will be negotiated as soon as specific details are known.

- B-8. All travel shall be in accordance with the Joint Travel Regulations (JTR). Travel under CLIN 0012 shall be invoiced at Cost and shall be approved by the Government in advance.
- B-9. The contract ceiling is dollar based, not quantity based. This is a Firm-Fixed-Price (FFP), Indefinite Delivery Indefinite Quantity (IDIQ) contract with an ordering period of five (5) years. Delivery or performance will be authorized through the issuance of Delivery Orders. Individual or multiple Delivery Orders may be issued for any quantity in each CLIN in a given

year as long as the cumulative dollar value ordered does not exceed the maximum dollar value for the contract shown in Paragraph B-10.

B-10. Under this IDIQ contract, equipment shall be ordered by the issuance of delivery orders. The contracting system used to process award documents incorrectly calculates the total value amount of an IDIQ. Thus the contractor hereby understands that the total amount reflected in Block 15G of the Standard Form (SF) 26 is incorrect. The contract minimums and maximum ordering amounts identified below shall govern this contract.

Contract and Delivery Order Limitations:

Contract Minimum: \$2,000,000.00 Contract Maximum: \$120,219,600.00

Delivery Order Minimum: \$150.00 Delivery Order Maximum: \$100,000,000.00

#### DESCRIPTION AND SPECIFICATION

## USMC Counter Radio Controlled Improvised Explosive Device Electronic Warfare (CREW) Statement of Work

#### 1. Introduction

In 2005, the United States Marine Corps (USMC) started a rapid acquisition initiative program to fulfill an urgent operational need to field Counter Radio-Controlled Improvised Explosive Device Electronic Warfare (CREW) systems capable of protecting forward-deployed Marines from the threat of radio-controlled improvised explosive devices (RCIEDs). By 2008, the USMC had successfully fielded approximately 6,000 systems and now has a requirement to employ a Product Support Integrator (PSI) to manage the logistics aspects of its CREW program.

The contract for these services is an indefinite delivery/indefinite quantity (ID/IQ) wherein operational needs, surge, draw-down, and respective support requirements will be met through the issuance of delivery orders based on the contract line item number (CLIN) structure and its unit prices for specific units of measure. This Statement of Work (SOW) establishes the goods and services to be provided by the PSI for the USMC CREW program as ordered and required by the USMC contracting authority.

## 1.1 Objectives

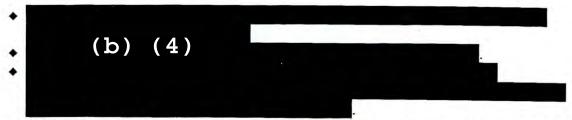
The PSI will enable the Marine Corps to control program costs while extending the service life and effectiveness of CREW systems for the warfighter. The contractor will implement a program management approach that demonstrates a thorough understanding of the principal management objectives facing USMC CREW systems during the contract period of performance. The objectives guiding the USMC CREW PSI program management approach include:

## 1. Program Management:

- a. Reduce the number of program management contracting teams to oversee the USMC CREW 2.0 and 2.1 systems from three program management teams to one integrated, cohesive program management contracting team.
- b. Provide for formalized tracking of the PSI's efforts with respect to risks, metrics, and schedule.
- c. A seamless transition of current sole-source contracted efforts to the selected PSI and maintain or exceed the current level of USMC CREW systems support.

## 2. Integrated Logistics Support (ILS)

- a. Significantly reduce the complexity of the ILS support within USMC CREW program office from three sole-source contracts and one Government-Furnished Equipment (GFE) provider (PMS 408) to one ILS support structure and Failure Reporting and Corrective Action System (FRACAS) reporting system.
- b. Establish ILS support that will allow the USMC CREW to seamlessly move to organic support when and if the USMC decides organic support is ready to meet USMC CREW needs.
- c. Manage and monitor the health of the USMC CREW systems by meeting or exceeding the ILS-related performance thresholds for:



- Reduce the overall storage requirement within the continental United States (CONUS) and outside the continental United States (OCONUS) by streamlining the spares provisioning process. Additionally, take the necessare actions to reduce the number of storage facilities required for CREW material storage.
- Systems/Manufacturing Engineering. Ensure that vehicle integration kits (VIKs) can be
  designed and procured for unanticipated needs within the shortest time duration agreed upon
  by the government and contractor representative, while following a formal systems
  engineering process.

## 1.2 Scope

The work defined within this SOW includes all activities that the USMC may ask the PSI contractor to perform to support the USMC CREW program. The USMC CREW program office orders PSI services through award of individual Delivery Orders based on separately negotiated SOWs that are a subset of this overall CREW program ID/IQ vehicle SOW. Delivery Orders will be negotiated based on these individual SOWs and the unit prices contained in the basic contract.

## 2. CREW Systems—Total Systems Support Package

The contractor's Total Systems Support Package (TSSP) Plan shall describe how SAIC will implement and execute the comprehensive PSI tasking for the USMC CREW program. The TSSP shall integrate the PSI Program Management Plan (PMP), Integrated Logistics Support Plan (ILSP), and Systems Manufacturing Engineering Plan (SMEP) and detail their interrelationship.

## 3. Management Approach

The contractor shall manage the full range of support services required to meet the USMC CREW's operational responsibilities identified in the CREW Systems Performance Specifications, this statement of work (SOW), the objectives outlined in paragraph 1.1 of this SOW and other program documentation (listed in request for proposal [RFP] M67854-09-R-7005, Section J) and carried forward to Section J of this contract.

The contractor's approach shall ensure that the necessary personnel, materials, equipment, training, software, application software development and maintenance, facilities, configuration management, and related services are available to meet or exceed USMC CREW program objectives.

The PSI contractor shall implement a comprehensive, cohesive, and effective team to seamlessly support the USMC CREW program office in the product support of CREW systems fielded within the USMC.

## 3.1 Organizational Structure

The contractor shall establish an organizational structure for the entire PSI contracting team that includes effective reporting and management authority relationships along with established management controls and close interrelationships with USMC CREW counterparts, integrated product teams (IPTs), and working groups (WGs).

## 3.1.1 Manning

#### 3.1.1.1 Key Personnel

The contractor shall identify and provide the necessary key personnel to manage the USMC CREW PSI program in accordance with the USMC CREW PSI PMP, to include key personnel resumes, job descriptions, and duty locations. The contractor's program manager (PM) shall be the single point of contact with USMC CREW for communications regarding PSI program management and USMC CREW support systems performance.

## 3.1.1.2 CREW Program Staffing

The contractor shall ensure that USMC CREW PSI is adequately and appropriately staffed and trained throughout the contract transition period and beyond in accordance with Delivery Order requirements.

## 3.1.1.3 Subcontractor Management Process

The contractor shall develop and administer a process for managing subcontractors, associate contractors, and other relevant entities required for successful execution of the overall PMP.

# 3.1.2 Integrated Product Teams and Working Groups and Interrelationships with the Government, Contractors, and Subcontractors

## 3.1.2.1 Integrated Product Teams

The contractor shall initially establish the following IPTs and act as co-chair along with representatives from USMC CREW. The IPT will be composed of members from both the Government and contractor communities. If additional IPTs are required, they will be established under additional Delivery Orders.

- ◆ Program Management IPT
- ◆ Supportability IPT
- ◆ Systems Engineering IPT

IPTs shall facilitate the management and exchange of program information. They will help evaluate risk across the program, improve communications and collaboration within the program, and provide advice to the program management staff. Participation by teleconference is acceptable. For each IPT, the contractor shall submit a draft charter within 30 days after contract award for approval by the USMC CREW PM. This charter shall identify the team's membership, outline the responsibilities, and detail the corresponding authority to conduct those responsibilities. IPTs shall have the authority to organize WGs to assist in the conduction of the IPT's responsibilities. USMC CREW will be the approving authority for these charters.

## 3.1.2.2 Working Groups

The contractor shall establish either standing or temporary WGs to evaluate and provide guidance on specific CREW system program issues. Membership and specific WG tasks shall be determined by the applicable Delivery Orders. Initial WGs to be established under the Delivery Order awarded for CLIN 0001 are:

- · Risk Management WG
- ◆ Contract Transition WG.

WGs shall meet as required as part of the normal daily level of effort. Participation by teleconference is acceptable. If additional WGs are required, they will be established under follow-on Delivery Orders. Each WG's purpose, membership, functions, processes, products, schedules, and accountability shall be documented. WG documents shall be accessible to USMC CREW.

## 3.1.2.3 Other Product Support Providers

The contractor shall establish working relationships with original equipment manufacturers (OEMs), product support providers (PSPs), and Government partners, documenting the requirements with Memorandums of Agreement or performance-based agreements as required to ensure achievement of the PSI program objectives.

## 3.2 Program Management Approach

## 3.2.1 PSI Program Management Plan

The contractor shall establish and implement a CREW system PSI PMP (CDRL A001) that defines how the contractor's program management approach shall be implemented and controlled in support of USMC CREW.

## 3.2.1.1 Management Data Reporting

The contractor shall establish a single, centralized information management system

(b) (4)

for reporting USMC CREW data that facilitates secure access to unclassified information relevant to management and governance of this contract. Government use of the contractor's data management system shall not require installation of client software on Government computer systems (with the exception of Internet Explorer and Microsoft Office). The contractor shall collaborate with the USMC CREW program office to develop the elements and schedule of management data reporting. Reports shall be submitted in accordance with Exhibit A of the contract and Paragraph 3.2.1.2 of this SOW. From distributed locations, authorized members of the CREW system's team, including subcontractors, Government users, and designated industry users shall have access based on their individual roles.

## 3.2.1.2 Contract Data Requirements List and Delivery Schedule

The contractor shall deliver CDRLs in accordance with Exhibit A of this contract. To reduce the administrative burden and cost, the contractor shall deliver administrative deliverables, to include meeting agendas and minutes, daily and weekly update reports, and monthly and quarterly Program Management Review (PMR) slides. Technical documentation that requires review and approval will undergo the normal delivery and review cycle as noted in the Acceptance Criteria. CDRLs shall be formatted to contain the information referenced by the Data Item Description (DID) and DID tailoring associated with each CDRL as shown in Appendix C (Contract Data Requirements List (CDRL)).

For CDRLs requiring Government approval, the customer shall have 30 calendar days to provide one set of consolidated comments. Final versions of deliverable(s) shall incorporate consolidated, prescriptive, and in-scope comments received during the comment period. Delivery with comments incorporated shall constitute acceptance of the deliverable(s). If no comments are received within the 30 calendar day comment period, the data and deliverable(s) shall be deemed to have been approved.

#### 3.2.1.3 Security and Program Protection

Security Classification. The contractor shall comply with requirements in the DD Form 254, including Attachment A for Automated Information Systems (AIS) Personnel Security Program Requirements (Attachment 1) and the Joint Counter Radio Controlled Improvised Explosive Device Electronic Warfare (JCREW) Security Classification Guide (Attachment 2).

National Industrial Security Program Operating Manual. The contractor shall comply with the security requirements set forth in the National Industrial Security Program Operating Manual (NISPOM) DoD 5220.22M dated 28 February 2006.

**NISPOM Supplement 1.** When applicable, the contractor shall comply with NISPOM Supplement 1 dated February 1995.

## 3.2.1.4 Quality Management Program

The contractor shall provide and maintain a Quality Management Program (CDRL A002) that meets the requirements of the American National Standards Institute, International Organization for Standardization, and American Society for Quality Q9001-2000 or an equivalent quality system model.

#### 3.2.1.5 Configuration Management Plan

The contractor shall develop, implement, review and update the contractor Configuration Management Plan (CMP) (CDRL A003) for USMC CREW systems. The contractor CMP shall be in accordance with the JCREW Overarching CMP (Attachment 7) and USMC CREW CMP (Attachment 8). The CMP shall establish the overall plan and process for configuration management (CM) of the CREW systems, subsystems, computer software configuration items (CSCIs), hardware configuration items (HWCIs), and technical documentation for the entire life cycle of the project. The contractor shall maintain baseline configurations in accordance with the CMP, including detailing each component of the system, to include drawings, design specifications, and VIK installation work instructions. The CMP shall be used to control hardware documentation, physical hardware component designs and interfaces, configuration

changes, approvals, and history. The CMP shall consist of configuration identification, documentation, control, status accounting, and audits (physical and functional), as well as baseline and data management to ensure the technical and administrative integrity of the CREW systems. The CMP shall establish the overall plan and process for CM of the CREW systems, subsystems, CSCIs, HWCIs, and technical documentation for the entire life cycle of the project.

When configuration is controlled by another organization, the contractor shall coordinate with that organization to ensure that the proper configuration management standards are maintained.

#### 3.2.1.6 Travel

The contractor shall travel as tasked to accomplish work directed by this SOW and individual task orders. Flights must be approved by the contracting officer or designated representative ten (10) working days in advance of the travel. Travel is in accordance with the Joint Travel Regulations. OCONUS travel is limited to one round trip per person. All travel is limited to the actual cost burdened (b) (4)

## 3.2.1.7 Rotator Flights

Military airlift in theater (Rotator Flight) shall be billed to CLIN 0010 on a cost reimbursement basis, burdened when the contractor is charged for the movement of personnel within the area of responsibility.

#### 3.2.1.8 Other Direct Costs

The contractor shall identify other direct costs required to perform this effort.

## 3.2.2 Program Management Reviews

The contractor shall conduct PMRs for active Delivery Orders that facilitate assessments of CREW program performance, risks, and achievements. Presentation materials for the monthly and quarterly reviews shall be posted

(b) (4)

24 hours prior to the monthly review and 72 hours prior to the quarterly review.

## 3.2.2.1 Quarterly Program Management Review

Contractor shall host quarterly PMRs to provide USMC CREW an in-depth view into current program performance. These reviews shall be in briefing format (CDRL A006) and shall assess the contract status on a program-wide basis, covering the information necessary to assess progress toward meeting program objectives. An agenda (CDRL A004) shall be posted three (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted (b) (4) not later than five (5) working days after the review is conducted.

## 3.2.2.2 Monthly Program Management Review

The contractor shall conduct a monthly PMR. Participation by teleconference is acceptable. An agenda (CDRL A004) shall be posted (b) (4) three (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted (b) (4) not later than five (5) working days after the review is conducted. The briefing material (CDRL A007) shall include the information necessary to assess progress towards meeting program objectives:

## 3.2.2.3 Weekly and Daily Reports

Weekly Activity and PSI Assessment Report. The contractor shall post a Weekly Activity and PSI Assessment Report (CDRL A008) (b) (4) not later than one (1) working day

after the close of the reporting period. The report shall include information needed to assess progress toward meeting program objectives:

- ◆ Significant CONUS and OCONUS Program Activity
- Personnel Management
- ◆ Parts Support, Inventory, and Asset Management
- ◆ Sustainment, Maintenance Support
- ◆ Inter/Intra Theater Transportation Report
- Risk Management Working Group Weekly Update.

**Daily Situation Report.** The contractor shall provide a summary of program manning levels each day, in the form of a Daily Situation Report (CDRL A009), and post this document daily not later than 10:00 the following morning.

## 3.2.3 Identification and Tracking of Programmatic Risks

The contractor shall execute a risk management process guided by sound risk management principles and a coordinated approach that is proactive, systemic, transparent, measurable, adaptive, and continuous in addressing CREW systems program risks. The processes shall identify, assess, handle, mitigate, report, and document program risks and their resolution. The process will also include the Risk Management Working Group actions and identification of risk management tools. The contractor shall incorporate the process within the PSI PMP.

## 3.2.4 Identification and Tracking of Programmatic Metrics

The contractor shall develop and implement a systems metrics process that focuses on the basic objective of achieving or exceeding the basic USMC CREW performance metrics. The performance metrics process shall address the broad areas of program management, process management, and performance management. The process shall identify specific metrics; develop and refine the detailed definition of the metric, including the specific data sources and calculations; and outline the methods for implementation for use by the USMC CREW program office.

The contractor shall collect metrics data from operational sources using near-real-time means and from other sources as appropriate.

(b) (4)

# 3.3 Integrated Master Plan, Integrated Master Schedule, and Work Breakdown Structure 3.3.1 Integrated Master Plan

The contractor shall develop and maintain an Integrated Master Plan (IMP) (CDRL A010). The IMP shall include the following three elements: (1) Event – A program assessment point that occurs at the culmination of significant program activities; (2) Accomplishment – The desired result(s) prior to or at completion of an Event that indicates a level of the program's progress; and (3) Criteria – Definitive evidence that a specific Accomplishment has been completed.

## 3.3.2 Integrated Master Schedule

The contractor shall provide a detailed Draft Integrated Master Schedule (IMS) (CDRL A011) covering the first 12 months of the contract at the Post Award Orientation Conference (PAOC). The IMS shall outline the contractor's plans for meeting the required delivery schedules for the hardware, services, and data documentation under this contract. The contractor's IMS shall

include activities for meeting the required delivery schedules for the hardware services and data. The IMS shall identify all work events that are required to perform the PSI program services. The schedule(s) shall clearly identify critical path activities. The IMS shall be delivered and updated for active Delivery Orders on a monthly basis in Microsoft Project not later than three (3) working days after the close of the reporting period.

#### 3.3.3 Work Breakdown Structure

The contractor shall develop a WBS for active Delivery Orders. The WBS shall be developed, at a minimum, to the third level of indenture.

#### 3.4 PSI Transition

- ◆ The contractor shall implement a contract transition approach and strategy that will result in the consolidation of USMC CREW system support efforts from the current separate solesourced contracts to a single PSI concept. The sole-sourced contracts are as follows:
- ◆ General Dynamics Armament and Technical Products (GDATP) Chameleon System
- ◆ Elbit Systems of America Fort Worth (EFW) Very High Power (VHP) Hunter System
- ◆ Allen Vanguard Chameleon non-warranty repair.

The contractor's PSI transition approach and strategy shall ensure that current levels of USMC \*CREW systems support are maintained or exceeded.

## 3.4.1 Transition Plan Development

The contractor shall develop and implement a Transition Plan (CDRL A012) that includes the following items:

- Proposed Transition Schedule with detailed milestones and accomplishments included in the IMP and IMS
- ◆ Personnel Hiring and Training Strategy in support of CONUS and OCONUS locations
- Phasing Strategy for transfer of CONUS and OCONUS GFE
- ◆ Data Migration Strategy for Government-Furnished Information (GFI).

An update to the Transition Plan shall be accomplished prior to the kickoff meeting. The final version of the Transition Plan shall be available at the PAOC.

## 3.4.2 Contract Kickoff Meeting

The contractor's key CONUS personnel and transition manager shall attend a contract kickoff meeting with representatives from USMC CREW. This meeting shall occur within five (5) working days of contract award. The contractor shall be prepared to discuss planning for the PAOC. An agenda (CDRL A004) shall be posted prior to the review. Meeting minutes (CDRL A005) shall be posted not later than five (5) working days after the review is completed.

## 3.4.3 Post Award Orientation Conference

The contractor shall host a PAOC within 30 calendar days of contract award at the contractor's facility. The PAOC objective is to confirm a full and mutual understanding of Government requirements, program obligations, objectives, and responsibilities, and to conduct an overall review of the projected contractor approach, general assumptions, schedule,

anticipated level of effort, and any other areas needing clarification. The purpose of the PAOC is for the contractor to provide progress assessments, review technical and other specialty area status, and establish schedule dates for near-term critical meetings and actions. The contractor shall present their management plan, key personnel, and program implementation processes. The contractor shall submit a draft agenda for the PAOC to the USMC CREW program office for approval no later than ten (10) days prior to the meeting. The agenda (CDRL A004) shall be posted (b) (4) three (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted (b) (4) not later than five (5) working days after the review is completed.

## 3.4.4 Government-Furnished Equipment

The contractor shall inventory, maintain and account for GFE provided for support of USMC CREW systems. The contractor shall provide quarterly GFE reporting in accordance with CDRL A013, Status of Government Furnished Equipment (GFE) Report, no later than five (5) working days after the end of the reporting period. Deficiencies shall be reported within 30 days of identification and provided as part of the GFE report.

#### 3.4.5 Transition Execution

The contractor shall execute the final Transition Plan to effect transition within the schedule included as part of the plan.

#### 3.5 Transition to CREW 2.1

The contractor shall effectively plan, manage, and execute a transition of program elements from the legacy 2.0 systems (Hunter and Chameleon) to provide PSI support for CREW 2.1 (CREW Vehicle Receiver Jammer [CVRJ]), with phase out of CREW 2.0 systems by the end of CY2010. The plan shall include tasks associated with fielding a new system and retiring the legacy systems.

## 3.5.1 CREW Transition from 2.0 to 2.1

The contractor shall use the Government-provided 2.1 CREW Systems Fielding schedule to develop material fielding plans to USMC-identified locations. Fielding plans will be approved by the USMC CREW program office and, once approved, shall be executed by the contractor. The contractor shall notify the USMC CREW program office of any changes in the PSI organization and resources needed to install and then subsequently support 2.1 CREW systems. As a minimum the contractor will identify changes in requirements affecting manning; GFE; new equipment training (NET); mobile training team (MTT); manual distribution; and establishment of follow-on support processes for installed 2.1 CREW systems.

The contractor shall de-install, conduct prescribed levels of CREW systems preservation, and prepare the 2.0 CREW systems for shipment in accordance with Government-provided disposition instructions. The contractor shall ensure that every 2.0 CREW system's internal memory is verified as erased prior to final packaging and shipment or disposal.

#### 3.6 CREW 2.1 to JCREW 3.3 Transition

The contractor shall document lessons learned from the CREW 2.0 to CREW 2.1 transition described in Section 3.5 and incorporate and apply them in supporting subsequent, additional transitions of CREW 2.1 to future systems as identified in the USMC CREW Master Plan (Attachment 6).

## 3.6.1 Plan and Execute JCREW 3.3 Transition

The contractor shall effectively plan, manage, and execute a transition of program elements from CVRJ to JCREW 3.3. The plan shall include tasks associated with fielding a new system and retiring the legacy systems.

The contractor shall use the USMC CREW-provided JCREW 3.3 Systems Fielding schedule to develop material fielding plans to USMC-identified locations. Fielding plans will be approved by USMC CREW and, once approved, shall be executed by the CREW systems PSI.

## 4. Integrated Logistics Support

The contractor shall support the USMC CREW in planning, managing, and executing an ILS process, per the requirements contained herein. The contractor's ILS manager shall be the point of contact for ILS concerns and issues.

## 4.1 Integrated Logistics Support Plan

The contractor shall develop, implement, review, and update an ILSP (CDRL A014) that provides a detailed strategy to integrate the functions of the ILS approach that are managed by the PSI. The ILS effort shall be conducted as an integral part of the USMC CREW program to develop supportability data products and to address applicable and related logistics elements. The contractor shall present the USMC CREW with an ILSP, focusing on maturing the ILS elements throughout the life of the contract.

## 4.1.1 Maintenance Planning

The contractor shall establish a maintenance support plan for the USMC CREW systems, equipment, and component hardware. This maintenance plan shall be based on a level of repair analysis review to be conducted for the individual USMC CREW systems.

The contractor shall establish Operational-level (O-level [Unit level]), Intermediate-level (I-level), and depot-level maintenance capabilities to support CREW as defined in the ILSP. The contractor shall establish O-level maintenance at designated forward-operating bases (FOBs) within the theater. The contractor shall establish intermediate maintenance facilities (IMFs) in CONUS and OCONUS locations to facilitate shop repairable unit (SRU)-level repairs and maintenance. The contractor shall establish depot coordination procedures with approved USMC CREW PSPs and OEM depot facilities to ensure that Marine Corps operational requirements are met.

#### 4.1.1.1 Operational Maintenance Support

The contractor shall perform O-level maintenance for preventive and corrective maintenance on CREW systems installed in vehicles and line replaceable unit (LRU)-level and system-level consumables (e.g., antennas, cables, brackets). Operational maintenance processes shall be established with an emphasis on maintaining or exceeding established Ao goals. O-level maintenance shall also include installation and de-installation of CREW systems. The maintenance activities shall be recorded relative to maintenance actions on specific systems as determined by the USMC CREW Logistics Officer.

#### 4.1.1.2 Intermediate Level Maintenance

The contractor shall perform I-level maintenance for preventive and corrective maintenance actions where the LRU is not installed on vehicles or in operational use. The contractor shall

isolate and replace SRU components and perform limited depot-level diagnostics, upgrades, inspections, modifications, adjustments, and repairs. The contractor shall make shipments to CONUS depot maintenance facilities and dispose of principal end items, components, and subcomponents. I-level maintenance shall be focused on returning a CREW system to an operational status, minimizing logistics response time, and reducing transportation cost. The contractor shall return uninstalled systems to a mission-capable status ready for installation on a vehicle. The contractor shall capture maintenance activities regarding maintenance actions on specific systems, current configuration data on LRUs, and current software service packs.

## 4.1.1.3 Depot Maintenance Support

The contractor shall coordinate with OEMs and/or organic depots for depot-level maintenance.

## 4.1.1.4 Evolution of Maintenance Concepts

The contractor shall work to continually update the maintenance strategy to take advantage of additional information gathered from maintenance processes.

## 4.1.1.5 Warranty Tracking

The contractor shall track applicable CREW equipment for terms, conditions, and status of existing warranties. Returned items from the field should be verified and reviewed to ensure that the cost to the Government is in accordance with applicable warranty terms and conditions. The contractor's property system procedures shall provide delivery, repair, and upgrade status of Government-owned units under warranty.

## 4.1.2 Supply Support

The contractor shall establish supply chain management procedures that provide inventory management, sustainment provisioning, warehousing, and storage requirements for end items, spares, consumables, tools, and test equipment for CREW systems in CONUS and OCONUS locations. This plan shall incorporate performance-based logistics (PBL) methods and techniques, and it shall connect inventory and sparing plans with CREW performance metrics.

#### 4.1.2.1 Inventory Management and Planning

The contractor shall establish an overall inventory management process to develop stockage lists for locations to support the required level of operational performance. The contractor shall use readiness-based sparing methodologies to support inventory investment strategies that support the USMC CREW readiness goals.

#### 4.1.2.2 Procurement

The contractor shall generate recommended procurement requirements as a Recommended Buy List and provide it to the USMC CREW program office on an as-required basis. These procurement requirements and recommendations shall be prioritized sufficiently to identify immediate needs as distinct from normal replenishment actions. Upon approval, the contractor shall communicate procurement requirements to the designated PSP (e.g., Naval Inventory Control Point [NAVICP]) and track the status of actions.

#### 4.1.2.3 Sustainment and Replenishment

The contractor shall generate, track, and execute sustainment replenishment of CONUS and OCONUS locations to maintain operational performance levels consistent with available inventory and procurement plans.

#### 4.1.2.4 Warehousing and Storage

The contractor shall set up and manage warehousing and storage facility capacity for CONUS and OCONUS locations. The contractor shall transfer custody for materials and tools assigned to the USMC CREW program, complying with Government regulations for GFE receipts and acceptance. The contractor shall establish a single CONUS distribution location to facilitate receiving functions, storage, kitting, and shipment. The contractor shall manage stored materials at the FOB and Intermediate Maintenance Facility (IMF) locations in OCONUS, as well as the CONUS sites and Marine Expeditionary Unit (MEU) locations as directed to support operational requirements.

#### 4.1.2.5 Retrograde

The contractor shall manage the retrograde and return of materials and repair parts. Unrepairable parts shall be processed through the designated property disposal authority. The contractor shall report the retrograde and return of material and repair parts, as well as any material or equipment requiring disposal through the Weekly Activity and PSI Assessment Report (CDRL 008). The contractor shall also include retrograde and disposal information in the Monthly (CDRL 007) and Quarterly (CDRL 006) Program Manager Reviews.

## 4.1.3 Support and Test Equipment

The contractor shall maintain and control support and test equipment, mobile and fixed, that is required to perform the support functions. The contractor shall track certifications and calibration status of required test equipment and manage recalibrations as required.

## 4.1.4 Manpower and Personnel

The contractor shall conduct job task and manpower analyses, based on a level of repair analysis review, to help define efficient staffing for maintenance and support of the CREW system. Staffing analysis shall be conducted with the objective of reducing personnel requirements per 100 systems by at least 20% from current CLS staffing levels.

## 4.1.5 Training and Training Devices

The contractor shall be responsible for developing and implementing training requirements and materials necessary to support and sustain CREW equipment and organic personnel.

#### 4.1.5.1 FSR/MT Training

The contractor shall ensure the FSR/MTs are properly trained prior to their deployment.

#### 4.1.5.2 CREW Basic Operator Training

The contractor shall provide initial CREW Basic Operators Course (CBOC) training for USMC personnel before deployment, at the deploying unit's location. The CBOC shall include the basics of CREW systems, theater threats, equipment familiarization, operation, preventive maintenance checks and services and tactics, techniques, and procedures. CBOC shall be designed to ensure that operators are qualified to properly operate the CREW systems.

## 4.1.5.3 New Equipment Training and Mobile Training Team

The contractor shall maintain the capability to support New Equipment Training (NET). The contractor shall coordinate with the OEMs to plan and develop NET. The contractor shall conduct NET to take place at locations to be identified by the USMC CREW program office.

The contractor shall provide a Mobile Training Team (MTT) capable of providing initial training to each unit receiving new USMC CREW system delivery. The MTT shall provide laptops and audiovisual equipment and software tools necessary to support training at each site. The contractor shall use USMC CREW-approved curriculum for MTT. The contractor shall deliver updated courseware material to the USMC CREW at the end of the MTT training period. The contractor is expected to support a semi-annual NET and MTT cycle for designated sites.

#### 4.1.5.4 Training Materials

The contractor shall develop the following supporting training materials:

- ◆ Lesson Plans (CDRL A015)
- ◆ Quick Reference Cards (CDRL A016)
- ◆ Computer-Based Training (CDRL A017)
- ◆ Student Handouts (CDRL A018)
- ◆ Job Aids (e.g., Operational Checklists, Operator Troubleshooting Checklists) (CDRL A019).

The contractor shall develop and/or integrate NET course materials into the CBOC when directed by the USMC CREW program office.

#### 4.1.6 Technical Data

The contractor shall develop a Technical Data Process as part of the ILSP.

#### 4.1.6.1 Technical Manuals and Bulletins

The contractor shall collect and manage GFI from OEMs and other sources. The contractor shall facilitate the transfer of GFI technical data package elements currently maintained by USMC CREW OEMs, CLS, and other PSPs for USMC CREW systems and upgrades.

#### 4.1.6.2 Technical Data Package

As part of the VIK design and manufacturing, the contractor shall develop technical documentation as required by Section 5.1.4.

## 4.1.7 Computer Resources Support

The contractor shall provide computer equipment needed to operate the consolidated PSOC facility and support business operations for contractor personnel. The Government will provide classified laptops required to support waveforms. The Government will make available unclassified computer systems at OCONUS locations to support Government business.

## 4.1.8 Packaging, Handling, Storage, and Transportation (PHS&T)

The contractor shall coordinate, monitor, and report OCONUS transportation requirements with the USMC CREW-designated transportation manager to effect timely delivery of logistics requirements for OCONUS CREW systems in accordance with Defense Transportation System regulations. The contractor shall be responsible for transporting equipment to SPAWAR Systems Center – Atlantic (SSC-A), Charleston, SC for OCONUS consolidation and shipment. The contractor shall manage and execute CONUS transportation requirements using cost-effective commercial transportation providers or, if directed, Government transportation to effect timely

delivery of logistics requirements for CONUS based USMC CREW systems. The contractor shall provide the appropriate marking and packaging for shipment as defined in MILSTD 129. The contractor shall comply with applicable hazardous material (HAZMAT) requirements.

## 4.1.9 Facilities

The contractor shall establish a CONUS consolidated distribution and maintenance facility, providing required space to support warehousing storage and packaging and shipping requirements, test and repair equipment as required, and office space for support of program management staff. The facility shall have a Secret clearance level as determined by the CREW classification guide. All OCONUS facilities required for the CREW program, including FOBs and MEU deployment locations, will be provided by the Government.

## 4.1.10 Design Interface

#### 4.1.10.1 FRACAS Analysis

The contractor shall use FRACAS data and analysis to establish system enhancements that will reduce maintenance and repair parts requirements while increasing reliability.

## 4.1.10.2 Logistical Analysis

The contractor shall gather USMC CREW-furnished design interface data and conduct logistical analysis for VIK designs or as needed to support OEM CREW designs. This analysis shall cover maintenance, reliability, safety, security, and environmental, HAZMAT, and other logistical requirements. The results of this analysis shall be provided to the development activities to include in the final design and development.

## 4.2 Hiring, Deploying, and Retaining Ground Electronic Warfare-Experienced Field Service Representatives and Maintenance Technicians

The contractor shall provide CONUS and OCONUS Universal FSR/MTs for installation, maintenance, repair, training support, and technical liaison services in support of CREW systems. A Universal FSR/MT is defined as an FSR that can support operational and I-level maintenance on multiple CREW systems. The contractor shall hire, train, certify, and deploy personnel to support CREW staffing requirements.

## 4.2.1 Staffing Plan

The contractor shall provide the appropriate levels of FSR/MTs to respond to 12 hours a day, 7 days a week (12/7) operations. The standard workweek for an OCONUS FSR/MT shall be 84 hours. The FSR/MT site lead shall be available to respond to customer needs and concerns 24 hours a day. The standard workweek for a CONUS FSR/MT shall be 40 hours.

The contractor shall manage the contract personnel assigned to the program office and (b) (4) report on a daily basis their composition, disposition, and location status (CDRL A009). The contractor shall maintain personnel movement schedules to ensure the smooth flow of required personnel in-theater by mission, site, and date on a monthly basis. The contractor shall maintain current information regarding individual readiness status and compliance to specific deployment requirements, including training requirements.

#### 4.2.2 Hiring Process

The contractor shall have a structured and well-defined process for recruiting, interviewing, screening, and hiring well-qualified personnel.

## 4.2.3 Training and Certification

The contractor shall provide fully trained and certified personnel to support the USMC CREW program requirements. The status shall be recorded and maintained throughout the duration of the contract.

## 4.2.4 Deployment

The contractor shall ensure that personnel deploying under adhere to the guidelines and requirements outlined in Attachment 3 and the following references:

- ◆ DoDI 3020.41, Subject: Contractor Personnel Authorized to Accompany the U.S. Armed Forces
- ◆ MOD 9 to USCENTCOM Protection and Individual/Unit Deployment Policy
- ◆ USCENTCOM FRAGO 09-1451 Contractor Theater Entrance Requirements, August 2008
- ◆ MNF-W General Order Number 1.

The contractor shall be responsible for certifying to the Government authority that all deployed processing actions have been completed and that each individual meets the deployment processing requirements.

## 4.2.4.1 Preliminary Personnel Requirements

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—
    - (1) Cover safety and security issues facing employees overseas;
    - (2) Identify safety and security contingency planning activities; and
    - (3) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

## 4.2.4.2 Support - Contractor Security

Ensure contractor personnel be provided with adequate security during all phases of the deployment and sustainment. FSRs shall not venture outside the wire without adequate security. Guard Tower coverage (only) at FOB Entry Control Points, and/or riding in exposed vehicles during convoys is not permitted. If FSRs need to maintain a system and the USMC does not provide the appropriate security, FSRs shall NOT proceed outside the wire.

#### 4.2.5 Retention

The contractor shall have an established and operational program aimed at retaining trained and qualified personnel.

## 4.2.6 FSR/MT MEU and Surge Support

## 4.2.6.1 MEU Support

The contractor shall provide FSR/MTs for Camp Lejeune and Camp Pendleton along with required GFE spares and materials to support MEU deployment schedules and requirements.

## 4.2.6.2 Surge Support

When tasked under separate Delivery Orders, the contactor shall provide sufficient personnel to meet operational MEU and surge requirements.

## 4.3 Logistics Support Metrics Implementation and Tracking

## 4.3.1 Logistics Support Performance Metrics

For each applicable Delivery Order, the contractor shall identify and define specific performance metrics and include the details on how to measure and achieve the metrics in the ILSP necessary for measuring and improving progress toward meeting program objectives. These metrics will include at a minimum:

- Operational Availability
- ♦ Logistics Footprint
- Logistics Response Time
- ◆ Mean Down Time.

## 4.3.2 Logistics Support Process Metrics

The contractor will propose additional or alternative metrics that are based on best business practices.

## 4.3.3 PSI Metrics Data Collection

The contractor shall collect metrics data from operational sources using near-real-time means, and from other sources as appropriate.

# 4.4 Failure Reporting and Corrective Action System Collection, Implementation, and Reporting (FRACAS)

The contractor shall develop and implement a comprehensive closed-loop FRACAS that is chartered to drive continuous process and product improvements resulting from root-cause and trend analyses findings. The contractor shall collect, record, and analyze hardware and software failures. The contractor shall submit weekly failure report summaries not later than one (1) working day after the close of the reporting period. The contractor shall provide Failure Summary and Analysis Reports (CDRL A020) that include:

- Uniform failure reporting.
- Failure analysis reports.
- Corrective actions.

# 4.5 ILS Plan to Transition to a Consolidated PSI Approach With Reduced Complexity 4.5.1 Reduce CREW ILS Support Complexity

The PSI contractor shall use PBL and commercial best practices with the CREW program to reduce complexity of the ILS support to CREW over the duration of the program.

## 4.5.2 Facilitate USMC Seamlessly Moving to Organic CREW Support

The contractor shall use PBL and commercial best practices with the CREW program to enable transition to organic support if desired by the USMC CREW.

## 5. Systems/Manufacturing Engineering Capability

The contractor will integrate the Systems/Manufacturing Engineering team into a single systems/manufacturing engineering organization. This organization will provide a systems/manufacturing engineering capability to meet the objective of ensuring that VIKs can be designed and procured for unanticipated needs within a matter of weeks while following a formal systems engineering process.

## 5.1 Systems/Manufacturing Engineering Plan (SMEP) to Rapidly Produce Vehicle Integration Kits

## 5.1.1 SMEP Development

The contractor shall develop a comprehensive, tailored SMEP (CDRL A021) to support rapid design, development, integration, test, certification, and procurement of VIKs in accordance with the customer-supplied CREW System Performance Specification. A VIK may include but not be limited to the jammer, antennas, mounting brackets, cables, installation instructions, and testing to ensure that the antennas are placed in the locations that provide the best coverage while providing protection to the vehicle crew members from radiation hazards.

## 5.1.2 Rapid Design and Development of VIK

The contractor shall perform rapid design and development of VIKs in accordance with the SMEP. VIK design and development activities include the following:

- ◆ Size, Weight, Power, Cooling (SWaP-C) Analysis (CDRL A022)
- ◆ Design the VIK so that it is capable of mounting to the target vehicle without permanent modifications to the target vehicle
- Analysis to show that the VIK design does not introduce restrictions to transportation by air, sea, or land
- Preliminary Design Review (PDR). An agenda (CDRL A004) shall be posted three (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted (b) (4) not later than (5) working days after the review is completed.
- Critical Design Review (CDR). An agenda (CDRL A004) shall be posted three (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted (b) (4) not later than (5) working days after the review is completed.

#### 5.1.3 Rapid Test and Integration of VIK

In accordance with the SMEP, the contractor shall perform VIK integration, verification, and test activities required in the USMC CREW Performance Specification. These activities shall include preparation of a Test and Evaluation Master Plan (TEMP) (CDRL A023). Test and

integration results shall provide objective evidence that the applicable Performance Specification requirements have been satisfied. The contractor shall support a USMC CREW-executed third-party certification of the VIK Technical Data Package (TDP). Rapid test and integration under Delivery Orders may require all or a portion of the following tasks and activities:

- Test Readiness Review. Applicable for formal testing such as Dynamic Random Vibration and Shock, High Temperature Heat, Electromagnetic Radiation, and Electromagnetic Interference Testing. An agenda (CDRL A004) shall be posted (5) (4) three (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted not later than (5) working days after the review is completed
- ◆ Antenna Suite Pattern Testing Report (CDRL A024)
- ◆ Antenna Placement and Pattern Analysis Report (CDRL A025)
- ◆ Electromagnetic Interference Testing Report (CDRL A026)
- ◆ Electromagnetic Radiation Testing Report (CDRL A027)
- ◆ Dynamic Random Vibration and Shock Testing Report (CDRL A028)
- ♦ High Temperature Testing Report (CDRL A029)
- ◆ Power Testing Report (CDRL A030)
- Production Readiness Review. An agenda (CDRL A004) shall be posted three (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted not later than (5) working days after the review is completed
- ◆ Technical Data Package (TDP) (CDRL A031)
- ◆ Technical Manuals (CDRL A032).

#### 5.1.3.1 Production Certification

The contractor shall conduct a quality assurance evaluation to certify that each manufactured VIK matches the approved design.

#### 5.1.3.2 System Safety Assessment

Safety Assessment Report. The contractor shall perform a system safety assessment and deliver a Safety Assessment Report (SAR) (CDRL A033). The SAR shall document the safety risk being assumed prior to training, test, or operation of the CREW system. The SAR shall identify safety features of the system hardware and VIK design. Specific controls or precautions to be followed when using the CREW system shall verify compliance to safety requirements identified in the performance specification, if applicable. The contractor shall attach a completed System Safety Design Verification Checklist and Material Safety Data Sheets for hazardous materials to the SAR. The SAR shall be updated for each CREW system and VIK variant as required.

In the SAR, the contractor shall identify and document toxic and environmentally unacceptable materials used in CREW systems and VIKs; identify and document possible alternative materials; and recommend actions to eliminate or reduce the use of hazardous materials. The SAR shall address concerns about exposure to personnel during operational or maintenance procedures, to include fabrication, transportation, and set up and tear down, or resulting from damage to the equipment. The contractor shall identify material used in the system design that requires disposal as a hazardous waste, including hazardous materials incorporated into OEM parts or equipment.

## 5.1.4 Process for Development and Delivery of Required Technical Source Data, Drawings, and Manuals

The contractor shall provide a complete Product-Level Drawing Package for VIKs as appropriate. These product drawings shall include assembly drawings and detail drawings down to the piece part for items designed and developed at Government expense. The assembly and detail drawings shall provide design, engineering, manufacturing, and quality assurance requirements necessary to enable the procurement or manufacture of an interchangeable item that duplicates the physical and performance characteristics of the original product without additional design engineering or recourse to the original design activity. The product drawings shall provide the applicable technical source data and performance specification form, fit, function, and interface information needed for competitive procurement of items such as commercial off-the-shelf items that do not conform to recognized Government or industry specifications, nondevelopmental items; and items developed at private expense for which the Government has not acquired unlimited rights.

The contractor shall provide a TDP prepared in accordance with MIL-DTL-31000C. The TDP shall completely define the manufacture and installation of VIK hardware. The TDP shall include Fabrication Drawings, Cable Drawings, Parts Lists, Schematics, Installation Drawings, Specification Control Drawings, and Electrical and Mechanical Assembly Drawings.

The contractor shall develop Technical Manuals in accordance with MIL-STD-40051A. The manuals shall reference the military manuals associated with the specific equipment comprising the USMC CREW system.

#### 5.1.5 VIK Metrics

The contractor shall identify and monitor VIK design metrics to enhance the VIK design and development process.

#### 5.2 Plan to Procure and Produce VIKs at Short Notice

The contractor shall execute a Quick Reaction Capability design process in accordance with the SMEP to develop an approved TDP. The contractor shall support a USMC CREW-executed third-party certification of the VIK TDP. The TDP shall support rapid procurement actions required to produce designated volumes of VIK assemblies, within a matter of weeks, for unanticipated needs.

#### 5.2.1 Plan for VIK Procurement at Short Notice

The contractor shall initiate appropriate purchase order actions to procure sufficient quantities of VIK component items to support the required VIK production efforts. The contractor shall provide a VIK bill of materials (BOM) (CDRL A034).

#### 5.2.2 Procurement and Production Process for Short Notice VIKs

The contractor shall manage and control the receipt, inspection, inventory, and issue of VIK components for VIK production. The contractor shall perform an operational check bench test of each OEM jammer unit in accordance with approved acceptance test procedures (ATP) (CDRL 035) prior to the incorporation of each OEM jammer into a unique identification (UID)-serialized VIK assembly. ATP data for each serialized OEM jammer shall be recorded, retained, and controlled in accordance with the CMP. The contractor shall assign an upper level part number for those VIKs not serialized under the IUID program and shall track the VIK under this assigned

part number. The contractor shall track individual components (i.e. mounting brackets, transit case, cables, and antennas) that are not part of an assigned VIK by the individual component part number using approved GFE inventory processes. The contractor shall conduct a quality assurance evaluation to certify that each manufactured VIK matches the approved design. Required deliverables are the following:

- VIK Assembly Load Plan Work Instruction (CDRL A036)
- ◆ Sequenced VIK Inventory Sheet (CDRL A037)
- Sequenced Electronic VIK Packing List for each UID-Serialized VIK Assembly (CDRL A038)
- ◆ Acceptance Test Procedure for OEM Jammer Variant (CDRL A039)
- ◆ Acceptance Test Result Data for each Serialized OEM Jammer Unit (CDRL A040)
- ◆ DD-250 for Completed UID-Serialized VIK Assembly Units Delivered (CDRL A041).

## 5.3 FRACAS Analysis and Sustaining Engineering

The contractor shall provide a sustaining engineering capability to perform failure analysis, failure root-cause analysis, and development of technical source data, drawings, and manuals.

## 5.3.1 Ability to Conduct Technical Failure Analysis and Develop Appropriate Corrective Actions

In support of the FOBs and vehicles identified in SOW Section 1.2 and future CREW systems, the contractor shall employ a FRACAS engineer as the focal point for failure analysis and root-cause analysis activities. Technical failure analysis shall be conducted during the Development through Support Life-cycle phases.

## 5.3.1.1 Technical Failure Analysis and Corrective Actions

The contractor shall conduct a Failure Review Board. An agenda (CDRL A004) shall be posted three (3) working days prior to the review. Meeting minutes (CDRL A005) shall be posted not later than (5) working days after the review is completed. The contractor shall use a closed-loop FRACAS reporting system to supply data for failure analysis efforts. The contractor shall use MIL-HDBK-470 as guidance for data collection and analysis. The contractor shall prepare Failure Summary and Analysis Reports (CDRL A020) on a monthly basis in accordance with Exhibit A of this contract.

The contractor shall develop and implement appropriate corrective actions to address failures and their root causes and to reduce the likelihood of reoccurrence as part of meeting or exceeding ILS performance thresholds. Appropriate corrective action may include changes to design, manufacturing, testing, certification, manuals, documentation, training, storage, shipping, installation procedures, or operation procedures.

## 5.3.2 Maintaining Configuration Management Internal and External to the USMC CREW Program Office

The contractor shall maintain configuration control of technical source data, drawings, and manuals in accordance with the CMP to ensure that the contractor uses only approved, configuration-controlled data drawings and manuals to perform USMC CREW PSI services. The contractor shall provide configuration-controlled technical source data, drawings, and manuals for use within the USMC CREW program office.

#### 5.3.3 Sustaining Engineering

The contractor shall provide engineering support to coordinate technical efforts, participate in engineering change proposal review and approval, support continuous improvement of systems and manufacturing metrics, and resolve system safety issues. This support shall also include participating as co-chair of the Systems/Manufacturing IPT and performing site surveys as needed to support anticipated new VIK concepts.

## 6. Innovative and Emerging Technologies and Best Business Practices

## 6.1 Innovative and Emerging Technologies

The contractor is encouraged to continually seek ways to incorporate innovative and emerging technologies that provide economic efficiency to the program and mission performance factors.

#### 6.2 Best Business Practices

The contractor will seek and apply best business practices in a manner that provides economic efficiency and continuous improvements to system and mission performance factors.

### 6.3 Continuous Improvement

The contractor will identify and apply methodologies focused on continuous improvements to system and mission performance factors and the PSI effort.

## INTEGRATED LOGISTICS SUPPORT

## The 10 Integrated Logistics Support (ILS) Elements.

The following paragraphs are taken from Army Regulation 700-127 *Integrated Logistics Support*, 19 Nov 1999 to explain the different elements of Integrated Logistics Support.

- 1. <u>Maintenance Planning:</u> Maintenance planning begins early in the acquisition process with development of the maintenance concept. It is conducted to evolve and establish requirements and tasks to be accomplished for achieving, restoring, and maintaining the operational capability for the life of the system. Maintenance planning relies on Level Of Repair Analysis (LORA) as a function of the system acquisition process. Maintenance planning will:
  - 1. Define the actions and support necessary to ensure that the system attains the specified system readiness objectives within minimum Life Cycle Cost.
  - 2. Set up specific criteria for repair, including Built-In Test Equipment (BITE) requirements, testability, reliability, and maintainability; support equipment requirements; automatic test equipment); and manpower skills and facility requirements.
  - 3. State specific maintenance tasks, to be performed on the system.
  - 4. Define actions and support required for fielding and marketing the system.
  - 5. Address warranty considerations.
  - 6. The maintenance concept must ensure prudent use of manpower and resources. When formulating the maintenance concept, analysis of the proposed work environment on the health and safety of maintenance personnel must be considered.
  - Conduct a LORA to optimize the support system, in terms of LCC, readiness objectives, design for discard, maintenance task distribution, support equipment and ATE, and manpower and personnel requirements.
  - 8. Minimize the use of hazardous materials and the generation of waste.
- **2.** Supply Support: Supply support encompasses all management actions, procedures, and techniques used to determine requirements to:
  - 1. Acquire support items and spare parts.
  - 2. Catalog the items.
  - 3. Receive the items.
  - 4. Store and warehouse the items.
  - 5. Transfer the items to where they are needed.
  - 6. Issue the items.
  - 7. Dispose of secondary items.
  - 8. Provide for initial support of the system.
  - 9. Acquire, distribute, and replenish inventory.
- 3. <u>Support and Test Equipment</u>: Support and test equipment includes all equipment, mobile and fixed, that is required to perform the support functions, except that equipment which is an integral part of the system. Support equipment categories include:
  - 1. Handling and maintenance equipment.
  - 2. Tools (hand tools as well as power tools).

- 3. Metrology and measurement devices.
- 4. Calibration equipment.
- 5. Test equipment.
- 6. Automatic test equipment.
- 7. Support equipment for on- and off-equipment maintenance.
- 8. Special inspection equipment and depot maintenance plant equipment, which includes all equipment and tools required to assemble, disassemble, test, maintain, and support the production and/or depot repair of end items or components. This also encompasses planning and acquisition of logistic support for this equipment.
- 4. Manpower and Personnel: Manpower and personnel involves identification and acquisition of personnel with skills and grades required to operate and maintain a system over its lifetime. Manpower requirements are developed and personnel assignments are made to meet support demands throughout the life cycle of the system. Manpower requirements are based on related ILS elements and other considerations. Human factors engineering (HFE) or behavioral research is frequently applied to ensure a good man-machine interface. Manpower requirements are predicated on accomplishing the logistics support mission in the most efficient and economical way. This element includes requirements during the planning and decision process to optimize numbers, skills, and positions. This area considers:
  - 1. Man-machine and environmental interface.
  - 2. Special skills.
  - 3. Human factors considerations during the planning and decision process.
- **5.** <u>Training and Training Devices:</u> Training and training devices support encompasses the processes, procedures, techniques, training devices, and equipment used to train personnel to operate and support a system. This element defines qualitative and quantitative requirements for the training of operating and support personnel throughout the life cycle of the system. It includes requirements for:
  - 1. Factory training.
  - 2. Instructor and key personnel training.
  - 3. New equipment training team.
  - 4. Resident training.
  - 5. Sustainment training.
  - User training.
  - HAZMAT disposal and safe procedures training.

Embedded training devices, features, and components are designed and built into a specific system to provide training or assistance in the use of the system. (One example of this is the HELP files of many software programs.) The design, development, delivery, installation, and logistic support of required embedded training features, mockups, simulators, and training aids are also included.

- **6.** <u>Technical data:</u> Technical Data and Technical Publications consists of scientific or technical information necessary to translate system requirements into discrete engineering and logistic support documentation. Technical data is used in the development of repair manuals, maintenance manuals, user manuals, and other documents that are used to operate or support the system. Technical data includes, but may not be limited to:
  - 1. Technical manuals.
  - 2. Technical and supply bulletins.
  - 3. Transportability guidance technical manuals.
  - 4. Maintenance expenditure limits and calibration procedures.
  - 5. Repair parts and tools lists.
  - 6. Maintenance allocation charts.
  - 7. Preventive maintenance instructions.
  - 8. Drawings/specifications/technical data packages.
  - 9. Software documentation.
  - 10. Provisioning documentation.
  - 11. Depot maintenance work requirements.
  - 12. Identification lists.
  - 13. Component lists.
  - 14. Product support data.
  - 15. Flight safety critical parts list for aircraft.
  - 16. Lifting and tie down pamphlet/references.
  - 17. Hazardous Material documentation.
- 7. <u>Computer Resources Support:</u> Computer Resources Support includes the facilities, hardware, software, documentation, manpower, and personnel needed to operate and support computer systems and the software within those systems. Computer resources include both standalone and embedded systems. This element is usually planned, developed, implemented, and monitored by a Computer Resources Working Group (CRWG) or Computer Resources Integrated Product Team (CR-IPT) that documents the approach and tracks progress via a Computer Resources Life-Cycle Management Plan (CRLCMP). Developers will need to ensure that planning actions and strategies contained in the ILSP and CRLCMP are complementary and that computer resources support for the operational software, and ATE software, support software, is available where and when needed.

- 8. Packaging, Handling, Storage, and Transportation (PHS&T): This element includes resources and procedures to ensure that all equipment and support items are preserved, packaged, packed, marked, handled, transported, and stored properly for short- and long-term requirements. It includes material-handling equipment and packaging, handling and storage requirements, and pre-positioning of material and parts. It also includes preservation and packaging level requirements and storage requirements (for example, sensitive, proprietary, and controlled items). This element includes planning and programming the details associated with movement of the system in its shipping configuration to the ultimate destination via transportation modes and networks available and authorized for use. It further encompasses establishment of critical engineering design parameters and constraints (e.g., width, length, height, component and system rating, and weight) that must be considered during system development. Customs requirements, air shipping requirements, rail shipping requirements, container considerations, special movement precautions, mobility, and transportation asset impact of the shipping mode or the contract shipper must be carefully assessed. PHS&T planning must consider:
  - 1. System constraints (such as design specifications, item configuration, and safety precautions for hazardous material).
  - 2. Special security requirements.
  - 3. Geographic and environmental restrictions.
  - 4. Special handling equipment and procedures.
  - 5. Impact on spare or repair parts storage requirements.
  - Emerging PHS&T technologies, methods, or procedures and resource-intensive PHS&T procedures.
  - 7. Environmental impacts and constraints.
- 9. Facilities: The Facilities logistics element is composed of a variety of planning activities, all of which are directed toward ensuring that all required permanent or semi-permanent operating and support facilities (for instance, training, field and depot maintenance, storage, operational, and testing) are available concurrently with system fielding. Planning must be comprehensive and include the need for new construction as well as modifications to existing facilities. Facility construction can take from 5 to 7 years from concept formulation to user occupancy. It also includes studies to define and establish impacts on life cycle cost, funding requirements, facility locations and improvements, space requirements, environmental impacts, duration or frequency of use, safety and health standards requirements, and security restrictions. Also included are any utility requirements, for both fixed and mobile facilities, with emphasis on limiting requirements of scarce or unique resources.
- 10. <u>Design Interface</u>: Design interface is the relationship of logistics-related design These design parameters are expressed in operational terms rather than as inherent values and specifically relate to system requirements and support costs of the system. Programs such as "design for testability" and "design for discard" must be considered during system design. The basic items that need to be considered as part of design interface include:
  - 1. Reliability requirements.

- 2. Maintainability requirements.
- 3. Standardization requirements.
- 4. Interoperability requirements.
- 5. Safety requirements.
- 6. Security requirements.
- 7. Usability requirements.
- 8. Environmental and HAZMAT requirements.
- 9. Privacy requirements, particularly for computer systems.
- 10. Legal requirements.

Section D - Packaging and Marking

#### PACKAGING AND MARKING

## **D-1.** Preparation for Delivery

All supplies/deliverables ordered hereunder shall be prepared, packaged, and marked in accordance with ASTM D3951-98 (Latest Version, 2004, as updated) and best commercial practice to ensure safe delivery at destination and as further defined in the Delivery Orders placed under this contract.

## D-2. Packaging and Shipment.

Items scheduled for domestic shipment for immediate use shall be preserved and packaged in accordance with the best commercial practices of ASTM D3951-98 (latest version, 2004, as updated). Items scheduled for overseas shipment for immediate use shall be preserved and packaged in accordance with the best commercial practices of ASTM D3951-98 (Latest Version, 2004, as updated), paragraph 6.1. Export Requirements. Items scheduled for long-term storage, as identified by the Program Manager, shall be preserved and packaged in accordance with the level "A" requirements of MIL-STD-2073-1E(1). Spare or repairable components not declared to be Electrostatic Sensitive Devices (ESD) shall be preserved and packaged in accordance with the best commercial practices of ASTM D3951-98 (Latest Version, 2004, as updated). Items declared to be ESD shall be preserved and packaged in accordance with the Level "A" requirements of MIL-STD-2073-1D(1), Appendix J, Table J.Ia. Specialized Preservation Code "GX" and shall be packed into a reusable fast-pack container. Hazardous materials (HAZMAT) shall be preserved and packaged in accordance with the requirements of Federal Regulation, Title 49 (49CFR) and the FED-STD-313D(1). MIL-P-116, Methods of Preservation, describes methods and processes for preservation of equipment. Guidance for the selection of the appropriate MIL-P-116J preservation method to be used when packaging a specific item is contained in MIL-STD-794, Procedures for Packaging Parts and Equipment.

NOTE: If the latest version changes from the 2004 version, the paragraph numbers may change. The title of the paragraph will take priority over the paragraph number identified herein to ensure that the proper export requirements are met.

## D-3. Development of Marking Requirements

Marking shall be accomplished in accordance with the latest version of MIL-STD 129, Marking for Shipment and Storage.

#### D-4. Classified Data

Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual (NISPOM) DoD 5220.22M dated 28 February 2006, and when applicable, NISPOM Supplement 1 dated February 1995.

## D-5. Shipping Labels

Shipments will be made to locations defined in individual delivery orders or as defined within program documentation developed under this contract, such as the Program Support Plan (PSP).

## INSPECTION AND ACCEPTANCE TERMS

## Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Origin	Government	Origin	Government
0007	Origin	Government	Origin	Government
0008	Origin	Government	Origin	Government
0009	Origin	Government	Origin	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0101	Origin	Government	Origin	Government
0102	Destination	Government	Destination	Government
0103	Destination	Government	Destination	Government
0104	Destination	Government	Destination	Government
0105	Destination	Government	Destination	Government
0106	Origin	Government	Origin	Government
0107	Origin	Government	Origin	Government
0108	Origin	Government	Origin	Government
0109	Origin	Government	Origin	Government
0110	Destination	Government	Destination	Government
0111	Destination	Government	Destination	Government
0112	Destination	Government	Destination	Government
0201	Origin	Government	Origin	Government
0202	Destination	Government	Destination	Government
0203	Destination	Government	Destination	Government
0204	Destination	Government	Destination	Government
0205	Destination	Government	Destination	Government
0206	Origin	Government	Origin	Government
0207	Origin	Government	Origin	Government
0208	Origin	Government	Origin	Government
0209	Origin	Government	Origin	Government
0210	Destination	Government	Destination	Government
0211	Destination	Government	Destination	Government
0212	Destination	Government	Destination	Government
0301	Origin	Government	Origin	Government
0302	Destination	Government	Destination	Government
0303	Destination	Government	Destination	Government
0304	Destination	Government	Destination	Government
0305	Destination	Government	Destination	Government
0306	Origin	Government	Origin	Government
0307	Origin	Government	Origin	Government
0308	Origin	Government	Origin	Government
			<b>o</b>	Sovermient

0309	Origin	Government	Origin	Government
0310	Destination	Government	Destination	Government
0311	Destination	Government	Destination	Government
0312	Destination	Government	Destination	Government
0401	Origin	Government	Origin	Government
0402	Destination	Government	Destination	Government
0403	Destination	Government	Destination	Government
0404	Destination	Government	Destination	Government
0405	Destination	Government	Destination	Government
0406	Origin	Government	Origin	Government
0407	Origin	Government	Origin	Government
0408	Origin	Government	Origin	Government
0409	Origin	Government	Origin	Government
0410	Destination	Government	Destination	Government
0411	Destination	Government	Destination	Government
0412	Destination	N/A	Destination	Government

#### INSPECTION AND ACCEPTANCE

#### E-1. Inspection and Acceptance:

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far www.farsite.hill.af.mil www.deskbook.osd.mil

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of SuppliesFixed Price	AUG 1996
52.246-3	Inspection Of SuppliesCost Reimbursement	MAY 2001
52.246-4	Inspection Of ServicesFixed Price	AUG 1996
52.246-5	Inspection Of ServicesCost Reimbursement	APR 1984
52.246-11	Higher Level of Quality Requirement	FEB 1999
52.246-16	Responsibility For Supplies	APR 1984
52.247-34	F.o.b Destination	NOV 1991

#### E-2. Project Officer:

## E-2.1. The Project Officer for this program is:

NAME: Robert Krch (Primary)

PHONE:

703-432-3356

FAX:

703-432-3204

EMAIL:

Robert.Krch@usmc.mil

NAME:

Carla Brown (Alternate)

PHONE:

703-432-3189

FAX:

703-432-3204

EMAIL:

Carla.Brown@usmc.mil

E-2.2. Responsibilities. Inspection and acceptance of contract deliverables are the responsibility of the Project Officer or his duly authorized representative(s) except as otherwise specified in the contract. Moreover, the Project Officer serves in a supporting role to the Contracting Officer, providing advice and expertise on technical issues. However, only the contracting officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from the statement of work requirements. In the event the contractor does deviate without written approval from the Contracting Officer, such deviations shall be at the risk of the Contractor and any cost related thereto to be fully borne by the Contractor.

#### INSPECTION AND ACCEPTANCE TERMS

Supplies/Services will be inspected/accepted at:

## To be specified on each Delivery Order issued hereunder.

The acceptance location for technical reports shall be with the Project Officer at destination.

#### Section F - Deliveries or Performance

DELIVERY IN	FORMATION
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	1.200. 1000 1000 1000 1000			
CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 21-AUG-2009 TO 20-AUG-2010	N/A	MARINE CORPS SYSTEMS COMMAND ROBERT KRCH 2200 LESTER ST QUANTICO VA 22134 703-432-3351 FOB: Destination	M67854
0002	POP 21-AUG-2009 TO 20-AUG-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0003	POP 21-AUG-2009 TO 20-AUG-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0004	POP 21-AUG-2009 TO 20-AUG-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0005	POP 21-AUG-2009 TO 20-AUG-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0006	POP 21-AUG-2009 TO 20-AUG-2010	N/A	N/A FOB: N/A	
0007	N/A	N/A	N/A	N/A
0008	POP 21-AUG-2009 TO 20-AUG-2010	N/A	MARINE CORPS SYSTEMS COMMAND ROBERT KRCH 2200 LESTER ST QUANTICO VA 22134 703-432-3351 FOB: Destination	M67854
0009	POP 21-AUG-2009 TO 20-AUG-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0010	POP 21-AUG-2009 TO 20-AUG-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0011	POP 21-AUG-2009 TO 20-AUG-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0012	POP 21-AUG-2009 TO 20-AUG-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0101	POP 21-AUG-2010 TO 20-AUG-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854

0102	POP 21-AUG-2010 TO 20-AUG-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0103	POP 21-AUG-2010 TO 20-AUG-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0104	POP 21-AUG-2010 TO 20-AUG-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0105	POP 21-AUG-2010 TO 20-AUG-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0106	N/A	N/A	N/A	N/A
0107	N/A	N/A	N/A	N/A
0108	POP 21-AUG-2010 TO 20-AUG-2011	N/A	MARINE CORPS SYSTEMS COMMAND ROBERT KRCH 2200 LESTER ST QUANTICO VA 22134 703-432-3351 FOB: Destination	M67854
0109	POP 21-AUG-2010 TO 20-AUG-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0110	POP 21-AUG-2010 TO 20-AUG-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0111	POP 21-AUG-2010 TO 20-AUG-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0112	POP 21-AUG-2010 TO 20-AUG-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0201	POP 21-AUG-2011 TO 20-AUG-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0202	POP 21-AUG-2011 TO 20-AUG-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0203	POP 21-AUG-2011 TO 20-AUG-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0204	POP 21-AUG-2011 TO 20-AUG-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0205	POP 21-AUG-2011 TO 20-AUG-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0206	N/A	N/A	N/A	N/A
0207	N/A	N/A	N/A	N/A

0208	POP 21-AUG-2011 TO 20-AUG-2012	N/A	MARINE CORPS SYSTEMS COMMAND ROBERT KRCH 2200 LESTER ST QUANTICO VA 22134 703-432-3351 FOB: Destination	M67854
0209	POP 21-AUG-2011 TO 20-AUG-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0210	POP 21-AUG-2011 TO 20-AUG-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0211	POP 21-AUG-2011 TO 20-AUG-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0212	POP 21-AUG-2011 TO 20-AUG-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0301	POP 21-AUG-2012 TO 20-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0302	POP 21-AUG-2012 TO 20-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0303	POP 21-AUG-2012 TO 20-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0304	POP 21-AUG-2012 TO 20-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0305	POP 21-AUG-2012 TO 20-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0306	N/A	N/A	N/A	N/A
0307	N/A	N/A	N/A	N/A
0308	POP 21-AUG-2012 TO 20-AUG-2013	N/A	MARINE CORPS SYSTEMS COMMAND ROBERT KRCH 2200 LESTER ST QUANTICO VA 22134 703-432-3351 FOB: Destination	M67854
0309	POP 21-AUG-2012 TO 20-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0310	POP 21-AUG-2012 TO 20-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0311	POP 21-AUG-2012 TO 20-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854

0312	POP 21-AUG-2012 TO 20-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0401	POP 21-AUG-2013 TO 20-AUG-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0402	POP 21-AUG-2013 TO 20-AUG-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0403	POP 21-AUG-2013 TO 20-AUG-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0404	POP 21-AUG-2013 TO 20-AUG-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0405	POP 21-AUG-2013 TO 20-AUG-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0406	N/A	N/A	N/A	N/A
0407	N/A	N/A	N/A	N/A
0408	POP 21-AUG-2013 TO 20-AUG-2014	N/A	MARINE CORPS SYSTEMS COMMAND ROBERT KRCH 2200 LESTER ST QUANTICO VA 22134 703-432-3351 FOB: Destination	M67854
0409	POP 21-AUG-2013 TO 20-AUG-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0410	POP 21-AUG-2013 TO 20-AUG-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0411	POP 21-AUG-2013 TO 20-AUG-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0412	POP 21-AUG-2013 TO 20-AUG-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854

## **DELIVERY INFORMATION**

Deliveries shall be as specified in Delivery Orders issued hereunder.

All deliveries shall be made to:

Shall be specified on each delivery order to be issued hereunder.

Shipment from CONUS to OCONUS shall be the responsibility of the Government.

Section G - Contract Administration Data

## CONTRACT ADMINISTRATION DATA

## G-1. CONTRACT ADMINISTRATION

The Defense Contract Management Agency (DCMA) office for this contract is:

DCMA SAN DIEGO (S0514A) 7675 DAGGET STREET, SUITE 200 SAN DIEGO, CA 92111-2241

Contract administration within the USCENTCOM AOR is sub-delegated to the Joint Contracting Command – Iraq/Afghanistan on an "as required" basis. The delegation will be limited to directing movement in accordance with the terms of the contract, to prevent loss of life or injury, to investigate any incidents that arise during the period of performance and take the necessary actions as a result of the investigation.

## G-2. PAYING OFFICE

The paying office for this contract is:

DFAS-COLUMBUS CENTER (HQ0339) DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381

# G-3. ACCOUNTING CLASSIFICATION REFERENCE NUMBER (ACRN):

The Accounting Classification Reference Number (ACRN) is the double letter prefix to the long line accounting classification number contained in the accounting data sheet attached to the awarded contract, or listed below. It is used as a method for tracking expenditures against individual contract line items. In instances where multiple long line accounting classification numbers are applicable to single line items, each will be prefixed by a separate ACRN. Each line item, sub-line item, task and subtask listed in the schedule or SOW shall have an accounting classification reference number assigned at the time of award or upon issuance of the task or delivery order.

## FUNDING SHALL BE SPECIFIED IN THE INDIVIDUAL DELIVERY ORDERS

## G-4. POST-AWARD ORIENTATION CONFERENCE

A Post Award Orientation Conference (PAOC) shall be held at the contractor's facility within thirty (30) calendar days after contract award. However, an initial "Contract Kick-Off Meeting" may be required shortly after contract award to provide initial introductions and to discuss

objectives of the PAOC. The purpose of the PAOC is for the contractor to provide progress assessments, to review technical and other specialty area status, and to establish schedule dates for near term critical meetings/actions. The contractor shall present their management plan, key personnel, and program implementation processes.

## G-5. PROCURING CONTRACTING OFFICER

The Procuring Contracting Officer for this procurement is:

Mr. Albert Whitley MARCORSYSCOM Voice (703) 432-3186 albert.whitley@usmc.mil

FedEx or equivalent carrier address:

©OMMANDER
MARCORSYSCOM (CT-0271)
ATTN: ALBERT WHITLEY
MATERIEL MANAGEMENT
2201A WILLIS STREET
QUANTICO, VA 22134-6050

United States Postal Service address:

COMMANDER MARCORSYSCOM (CT-0271) ATTN: ALBERT WHITLEY 2200 LESTER STREET QUANTICO, VA 22134-6050

# G-6. ELECTRONIC INVOICING PROCEDURES (MARCORSYSCOM FEB 2006)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at <a href="http://www.ccr.gov">http://www.ccr.gov</a> and (ii) register to use WAWF-RA at the <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>.

The USMC WAWF-RA point of contact is <u>MR. ROBERT KRCH</u> and can be reached at 703-432-3356 or via email at <u>robert.krch@usmc.mil.</u> The alternate point of contact is <u>MS.</u>
<u>CARLA BROWN</u> and can be reached at 703-432-3189 or via email <u>carla.brown@usmc.mil.</u>

The contactor is directed to use the Invoice and Receiving Report (Combo) format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DoDAAC (M67854) as the DoDAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

Data entry information in WAWF:

Payment Office DoDAAC:

HQ0339

Issue By DoDAAC:

M67854

Admin Office DoDAAC:

S0514A

Ship to Supply:

M67854 Ext PG12

Service Acceptor DoDAAC:

S0514A

Contract Number:

M6785409D7005

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on "Send Additional Email Notifications" block on the page that appears. Add the primary point of contact's email address (provided above) in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

Additional email notification of invoices:

Contracts: <u>albert.whitley@usmc.mil</u> Logistics: carla.brown@usmc.mil

NOTE: The POCs identified above are for WAWF issues only. Any other contracting questions/problems should be addressed to the POC identified in Section A of the contract.

#### CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

- (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 Work Flow (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.
- (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 authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;
- (2) DoD is unable to receive a payment request or provide acceptance in electronic form;
- (3) 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; or
- (4) 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).
- (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 payments requests.

(End of clause)

Section H - Special Contract Requirements

#### SPECIAL CONTRACT REQUIREMENT

### H-1. Constructive Change Orders.

- H-1.1. No order, statement, or conduct of Government personnel who might visit the Contractor's facility or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- H-1.2. No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.
- H-1.3. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the Contractor effects any change(s) at the direction of any person other than the Contracting Officer, these change(s) will be at the Contractor's expense. No adjustment shall be made in the contract price or other contract terms and conditions, as the Contracting Officer did not approve consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the Contractor may be held financially responsible for its correction.

## H-2. Issuance of Delivery Orders

Firm Fixed Price Delivery Orders shall be priced in accordance with the prices as shown in Section B. Each delivery order shall contain, among other information, the date of the order, the order number, the exact quantity of units to be delivered, delivery or performance, place of delivery, any special shipping instructions, pricing, and accounting and appropriation data. The unit price of each delivery order will be determined by the number of units ordered on a given delivery order. Individual orders will be issued using the single price for the increment that corresponds to the total quantity being purchased on that order. Quantities specified in individual delivery orders may be modified prior to final delivery of items purchased under a particular delivery order, in which case additional quantities will be purchased at the price previously established by that delivery order if mutually agreed to between the Government and the Contractor. For pricing purposes, quantities are not cumulative from order to order. Delivery orders incorporate all clauses of this contract by reference.

H-3. Incorporation of Representations and Certifications by Reference. All representations and certifications and other written statements made by the contractor in response to SECTION K at the request of the Contracting Officer, incident to the award of the contract, are hereby incorporated by reference with the same force and effect as if they were given in full text. The Offeror has completed the annual representations and certifications electronically via the

Business Partner Network (BPN) web site at <a href="http://orca.bpn.gov">http://orca.bpn.gov</a> and has submitted any changes pertaining to this specific solicitation to the Contracting Officer. These amended representation(s) and/or certifications, if any, are also incorporated in the Offeror's proposal and are current, accurate, and complete as of the date of this contract.

**H-4. Responsibility in Subcontracting.** The Contractor shall provide the technology processes, test procedures, data, drawings, and/or other information required to facilitate competition to the fullest extent feasible, and assure performance by selected subcontractors. The Contractor will be fully responsible for assuring that all appropriate contractual provisions and clauses are passed down to its subcontractors, and that those provisions are enforced.

#### H-5. Organizational Conflict of Interest.

- H-5.1. The term "Organizational Conflict of Interest" means the following:
- (1) 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; (2) or the person's objectivity in performing the contract work is or might be otherwise impaired; (3) or a person has an unfair competitive advantage. See FAR Part 9, Subpart 9.5.
- H-5.1.2. The Contractor warrants that, to the best of its knowledge and belief, it does not have any organizational conflict of interest, as defined in FAR Part 9, Subpart 9.5.
- H-5.1.3. The Contractor agrees that, if in the performance of this contract it discovers a potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action(s) that the Contractor has taken or proposed to take to avoid, eliminate, or neutralize the conflicts. In the event that the Contractor does not disclose a known potential conflict to the Contracting Officer, the Government may terminate the contract for default.
- H-5.1.4. If the Contractor is directed by authorized Government personnel (e.g., by written tasks or verbal directions, in a Program review or otherwise) to perform services, in which, the Contractor believes constitute a potential organizational conflict of interest; the Contractor shall notify the Contracting Officer in writing. This written notification shall include the nature of the conflict of interest, and shall be submitted to the Contracting Officer within ten (10) days after receipt of the Government directive. A written determination shall be made by the Contracting Officer. The Contractor shall not expend any effort towards the performance of the services in question until this determination has been made or unless otherwise directed by the Contracting Officer.
- **H-6**. Notwithstanding any provision to the contrary contained elsewhere in the contract, the Contracting Officer is the only person authorized to approve and issue modifications to the contract. Any modification, in order to be effective, shall be issued in writing by the Contracting Officer.

- H-7. Contractor Commitments. Any written commitment by the Contractor within scope of and related to the contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for damages. Written commitments by the Contractor are further defined as follows:
- H-7.1. Any representation by the Contractor in an order or supporting documents, as to training be provided, services to be performed or any other similar matters, regardless of the fact that the duration of such commitment may exceed the duration of the contract.
- H-7.2. An order placed under this contract is not complete until the order terms and conditions have been met.
- H-8. Contractor Notice Regarding Late Delivery: In the event the Contractor for any reason anticipates or encounters difficulty in complying with the contract delivery schedule or in meeting any of the other requirements of the contract, it shall immediately notify the Contracting Officer in writing, with a copy to the cognizant Administrative Contracting Officer (ACO), if assigned, giving pertinent details. However, this data shall be considered informational only in character and receipt by the Government shall not be construed as a waiver by the Government of (a) any delivery schedule or date, or (b) compliance with any other contract requirement by the Contractor, or (c) any other rights or remedies provided to the Government by law or under this contract.
- H-9. DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (Revised January 15, 2009) (See DFARS 225.74)

NOTE: Contractors shall make note of the timeline for processing deploying personnel in accordance with the instructions contained in Attachment 3 – Contractor Deployment Requirements.

#### H-9.1. Definitions.

"Designated operational areas" include, but are not limited to, such descriptors as theater of war, theater of operations, joint operations area, amphibious objective area, joint special operations area, and area of operations. See DoD Joint Publication 3-0, Joint Operations, Chapter II, Paragraph 5, "Organizing the Operational Areas," at <a href="https://jdeis.js.mil/jdeis/index.jsp">https://jdeis.js.mil/jdeis/index.jsp</a> (select "Browse Joint Pubs" under "Joint Doctrine" heading).

- H-10. Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States.
- (1) DoDI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, serves as a comprehensive source of DoD policy and procedures concerning DoD contractor and subcontractor personnel authorized to accompany the U.S. Armed Forces. Such personnel—

- (i) May include U.S. citizens, U.S. legal aliens, third country nationals, and local nationals;
- (ii) May be employees of external support, systems support, or theater support contractors, as defined in Enclosure 2 of DoDI 3020.41; and
- (iii) Are provided with an appropriate identification card under the Geneva Conventions (also see DoDI 1000.1, Identity Cards Required by the Geneva Conventions).
- (2) Not all contractor personnel in a designated operational area are authorized to accompany the U.S. Armed Forces. For example, contractor personnel performing reconstruction contracts generally are not authorized to accompany the U.S. Armed Forces.
- (3) Also see PGI 207.105(b)(20)(C) for special considerations for acquisition planning for crisis situations outside the Untied States.

## H-11. JCC-I/A CLAUSE 952.225-0009 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES (MAR 2009)

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

- (i) Once the complete Hepatitis "A" vaccination series is completed, it does not have to be repeated. The Typhoid vaccination requires a booster immunization every three years.
- (ii) Proof of individual employee vaccinations shall be provided to the Contracting Officer and maintained by the Contractor for examination by the Contracting Officer.

(End of Clause)

## H-12. JCC-I/A CLAUSE 952.225-0004 COMPLIANCE WITH LAWS AND REGULATIONS (MAR 2009)

- (a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.
- (b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.
- (c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.
- (d) Contractor employees performing in the USCENTCOM Area of Operations (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.
- (e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement

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

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

## H-13 JCC-I/A CLAUSE 952.222-0001 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (MAR 2009)

- (a) All contractors ("contractors" refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.
- (b) Contractors are also required to comply with the following provisions:
- (1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- (2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.
- (3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- (4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

- (5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.
- (6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.
- (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.

## H-14. JCC-I/A CLAUSE 952.223-0001 REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (MAR 2009)

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

Report the following information:

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

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)

## H-15. JCC-I/A CLAUSE 952.225-0002 ARMED PERSONNEL INCIDENT REPORTS, (MAR 2009)

- (a) All contractors and subcontractors in the Multi-National Forces-Iraq (MNF-I) or Combined Joint Task Force (Afghanistan) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I or CJTF forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective MNF-I or CJTF Commanders relating to force protection and safety.
- (b) IRAQ: Contractors shall provide all incidents and use of weapons firing incidents to the MNC-I Contractor Operations Cell (CONOC) as soon as practical, based upon the situation, and submit a written report to CONOC within 4 hours. The initial report shall include the name of the company, location of the incident, time when the incident occurred, a brief description of the events leading up to the incident, and a company point of contact. A follow-up, comprehensive written report shall be provided to the CONOC within 96 hours of the incident. Reports shall be submitted to CONOC at: <a href="mailto:mncic3conoc@iraq.centcom.mil">mncic3conoc@iraq.centcom.mil</a>; DSN 318-435-2369; Iraqna 0044 203 286 9851 or 0044 203 239 5894; or Skype: MNCICONOC.
- (c) **AFGHANISTAN**: Contractors shall report all incidents and use of weapons through their Contracting Officers who will notify the JOC Watch at Bagram AB. (JOC SHIFT DIRECTOR, DSN: 318-431-4116; SVOIP: 431-7108) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The JOC Watch duty officer will issue guidance for further reporting requirements.
- (d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/JOC Watch.

## H-16. JCC-I/A CLAUSE 952.225-0003 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (MAR 2009)

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

- (2) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, 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 protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI >/= 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1year) of mood disorder, thought disorder, anxiety, somotoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).
- (3) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.
- (4) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.
- (5) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C)

Memorandum dated 4 June 2008, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

- (a) Inpatient daily rate: \$2,041.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.
- (b) Outpatient visit rate: \$195.00. This includes diagnostic imaging, laboratory, pathology, and pharmacy provided at the medical facility.

## H-17. JCC-I/A CLAUSE 952.225-0005 MONTHLY CONTRACTOR CENSUS REPORTING (MAR 2009)

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

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

## H-18. JCC-I/A CLAUSE 952.225-0001 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (MAR 2009)

NOTE: Because the PSI Contractor is not authorized to carry weapons under the terms of this contract, this clause becomes self-deleting.

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, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

DODI 3020.41, Program Management for Acquisition and Operational Contract Support in Contingency Operations:

DFARS 252.225-7040, Contractor Personnel Supporting a Force Deployed Outside the United States:

Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility

CPA Order #17, Registration Requirements for Private Security Companies, dated 27 Jun 04; U.S. CENTCOM Policy Letter, Mod 1, Personal Protection and Contract Security Service Arming, dated 7 Nov 2006

Required Government Documentation. The unit requesting the contractor security shall provide a description of the following to the arming approval authority and to the contracting officer: The specific location where the PSC will operate:

The persons and/or property that require protection;

The anticipated threat;

The required weapon types; and

The reason current security/police forces are inadequate.

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

Documentation that each employee who will be armed under the contract received the following training-

Weapons Qualification/Familiarization. All employees must meet the qualification requirements 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.

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.

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

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

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

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

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

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

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

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

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

Required Contractor Acknowledgements. Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR: Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination. Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.

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

Authorized Weapon & Ammunition Types. Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan: The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).

The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

U.S. government Ball ammunition is the standard approved ammunition.

Quarterly Reporting. The prime contractor will report quarterly (i.e. NLT: 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract: The total number of armed civilians and contractors; The names and contact information of its subcontractors at all tiers; and A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

#### (End of Clause)

# H-19. JCC-I/A Clause 5152.225-5001 Contractor Personnel Accompanying the Force with Performance in the USCENTCOM AOR

Persons convicted by a U.S. court for a crime against host country nationals shall not be employed by prime contractors or subcontractors to perform work within the United States Central Command (USCENTCOM) Area Of Responsibility (AOR).

This clause only applies to the following USCENTCOM AOR: Afghanistan, Bahrain, Egypt, Iran, Iraq, Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Lebanon, Oman, Pakistan, Qatar, Saudi Arabia, Syria, Tajikistan, United Arab Emirates, Uzbekistan, and Yemen.

## H-20. JCC-I/A CLAUSE 952.225-0010 CONTRACTOR EMPLOYEE LEGAL REQUIREMENTS (MAR 2009)

- (a) The contractor shall not <u>knowingly</u> employ, nor allow a subcontractor to <u>knowingly</u> employ, any person that has ever been convicted, in any U.S. court, including a court-martial, of any crime against an Iraqi and/or an Afghan national, regardless of the place at which the crime occurred.
- (b) For the purpose of this clause, "crime" is defined as: "a violation of a law in which there is injury to the public or a member of the public and a term in jail or prison, and/or a fine as possible penalties." Further, the crime must be an offense that could be classified as a Class B misdemeanor, or any higher class up to a Class A felony, as referenced at 18 USC §3559.
- (c) Contractors shall exercise effective screening processes to ensure that individuals not conforming to this standard are identified and prohibited from, or removed from (if already employed) working under this contract.
- (d) Contractor employees discovered to have one of more prior convictions as described above shall be removed from the contract at the contractor's expense.
- (e) Failure to adhere to the requirements of this clause could result in a termination for cause or termination for default, in accordance with the terms and conditions of this contract.

#### H-21. Antiterrorism/force protection.

#### H-21.1. General.

Information and guidance pertaining to DoD antiterrorism/force protection policy for contracts that require performance or travel outside the United States can be obtained from the following offices:

- (1) For Army contracts: HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832.
- (2) For Navy contracts: Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.
- (3) For Marine Corps contracts: CMC Code POS-10; telephone, DSN 224-4177 or commercial (703) 614-4177.
- (4) For Air Force and Combatant Command contracts: The appropriate Antiterrorism Force Protection Office at the Command Headquarters. Also see <a href="https://atep.dtic.mil">https://atep.dtic.mil</a>.
- (5) For defense agency contracts: The appropriate agency security office.
- (6) For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD (SOLIC); telephone, DSN 227-7205 or commercial (703) 697-7205.

# H-22. Guide to Iraq Implementation of DFARS 252.225-7040, Contractor Personnel Authorized to Accompany Armed Forces Deployed Outside the United States.

This clause expands the following paragraphs contained in **DFARS 252.225-7040** to further explain what is authorized the deployed contractors.

Paragraph (c)(1) **Support - Contractor Security**. Contractor personnel will be provided with adequate security during all phases of the deployment. The contractor shall ensure that the Field Service Representatives (FSRs) do not venture outside the fence line of the Forward Operating Base (FOB) without adequate security. Guard tower coverage (only) at FOB Entry Control Points and/or riding in exposed vehicles during convoys is not permitted. If FSRs need to maintain a CREW system and the U.S. military cannot not provide adequate security, the FSRs shall NOT proceed outside the FOB.

Paragraph (c)(2) **Support - Medical Care**. Medical treatment is limited to resuscitative and stabilization care.

Paragraph (c)(3) **Support – Personnel.** The contractor is responsible for all personnel support unless otherwise provided for in the Statement of Work. The Government will provide the following items/access to the assigned contractor personnel in theatre: work space, communication services (normally limited to computer and telephone – when available at the

work site), FSR tool kits, APO/FPO, Billeting, CAC/ID, Commissary, DFAC, excess baggage allowance of up to 100 pounds (166 pounds of total baggage), government furnished meals, military banking, military exchange, military issued equipment, MILAIR, MWR, resuscitative medical care and transportation.

Paragraph (c)(4) **Support – Letter of Authorization**. Contractor privileges and support are identified in the Letter of Authorization (LOA) issued via the Synchronized Predeployment & Operational Tracker (SPOT). **No personnel are authorized entry into the theater for MORE THAN 30 DAYS** without a SPOT generated LOA

Paragraph (f) **Processing and Departure Points.** Contractor personnel will process into and out of the Deployment Processing Center (DPC) at Camp Lejeune, NC.

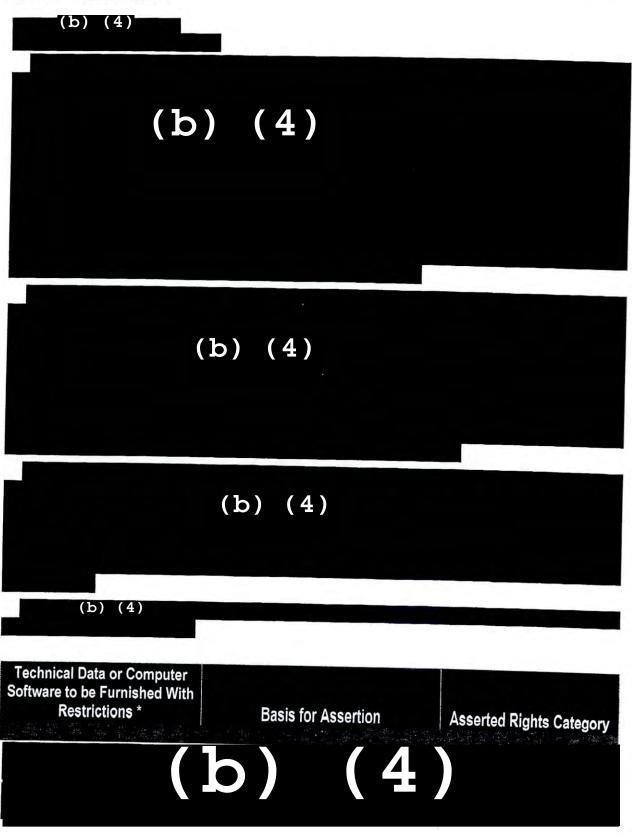
Paragraph (j) Weapons. Contractor personnel are NOT authorized to carry weapons in theatre.

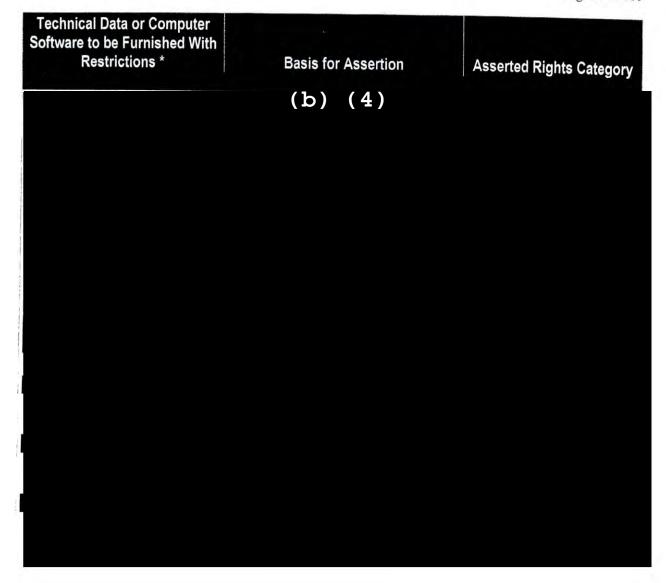
### H-23. MILSTRIP Authority

The PSI contractor is hereby granted MILSTRIP Authority by the Marine Corps Systems Command and a copy of the authorization will be provided to the Primary Inventory Control Activity (PICA). The PSI can then go direct to the PICA for requisitions, assuming that the service agency has been loaded into the system as an authorized user of the NSN's in question. During the interim supply support period, either previously procured spares or funding, typically by MIPR, are sent directly to the PICA. If the sponsor has provided a list of recommended spares to be procured up front or has front loaded NAVICP with spares previously procured, NAVICP, once provided access to the spares or goes on contract themselves for the recommended quantities, they will flag these quantities as service owned.

The PSI will be required to produce MILSTRIP requisitions in support of the PSI contract and/or as directed by Program Management Office (PMO). The PSI must have knowledge of the MILSTRIP requisitioning process and the ability to produce Funded MILSTRIP requisitions as required by the PMO. The PMO will provide the shipping address, DoDACC/UIC and other mandatory information required to complete a MILSTRIP requisition.

Section I - Contract Clauses





## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal Improper Activity	or JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-2	Security Requirements	ALIC 1000
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 1996 AUG 2000

52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting	SEP 2006
	With Contractors Debarred, Suspended, or Proposed for	
	Debarment	
52.215-2	Audit and RecordsNegotiation	MAR 2009
52.215-6	Place of Performance	OCT 1997
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other	OCT 1997
	Than Cost or Pricing Data	

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 21 August 2009 through 20 August 2014.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### CLAUSES INCORPORATED BY REFERENCE

52.216-19	Order Limitations	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.219-9	Small Business Subcontracting Plan	APR 2008
52.219-9 Alt II	Small Business Subcontracting Plan (Apr 2008) Alternate II	OCT 2001
52.222-20	Walsh-Healey Public Contracts Act	<b>DEC 1996</b>
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of	ofSEP 2006
	the Vietnam Era, and Other Eligible Veterans	
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veteran	s SEP 2006
	Of The Vietnam Era, and Other Eligible Veterans	
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-9	Refund Of Royalties	APR 1984
52.227-14	Rights in DataGeneral	<b>DEC 2007</b>
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	the second secon
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2008
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds TransferCentral Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1	ChangesFixed Price	AUG 1987
52.243-2	ChangesCost-Reimbursement	AUG 1987

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

#### (a) Definitions.

- "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.
- (b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—
- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;

<sup>&</sup>quot;Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—
- (i) What contract line items have been or may be affected by the alleged change;
- (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either—
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustments.
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--
- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

#### CLAUSES INCORPORATED BY REFERENCE

52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2009
52.245-1	Government Property	JUN 2007
52.246-4	Inspection Of ServicesFixed Price	AUG 1996
52.246-23	Limitation Of Liability	FEB 1997
52.247-43	F.o.b. Designated Air Carrier's Terminal, Point of Exportation	n FED 2006
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense Contract-Related Felonies	- DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7008	Requirements for Contracts Involving Export-Controlled Items	JUL 2008
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2005
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7000	Acquisition Streamlining	DEC 1991
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003

252.225-7012	Preference For Certain Domestic Commodities	DEC 2008	
252.225-7013	Duty-Free Entry	OCT 2006	
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed	JAN 2009	
	Forces Deployed Outside the United States		
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors MAR 2006		
	Outside the United States		
252.227-7013	Rights in Technical DataNoncommercial Items	NOV 1995	
252.227-7015	Technical DataCommercial Items	NOV 1995	
252.227-7016	Rights in Bid or Proposal Information	JUN 1995	
252.227-7025	Limitations on the Use or Disclosure of Government-	JUN 1995	
	Furnished Information Marked with Restrictive Legends		
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999	
252.228-7000	Reimbursement for War-Hazard Losses	DEC 1991	
252.228-7003	Capture and Detention	DEC 1991	

#### CLAUSES INCORPORATED BY FULL TEXT

#### 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

- (a) Contract line item(s) 0X10 and 0X12 are incrementally funded. For these item(s), the sum of \$250.000.00 and \$519.570.00, respectively, of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least <a href="ninety">ninety</a> days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract if fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

As required by individual delivery orders. (End of clause)

## CLAUSES INCORPORATED BY REFERENCE

252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial	JAN 2009
	Components (DoD Contracts)	
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	DEC 1991
252.251-7000	Ordering From Government Supply Sources	NOV 2004

### CLAUSES INCORPORATED BY FULL TEXT

- 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)
- (a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service, Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.
- (b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.
- 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)
- (a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
- (1) ASSIST (http://assist.daps.dla.mil);
- (2) Quick Search (http://assist.daps.dla.mil/quicksearch);
- (3) ASSISTdocs.com (http://assistdocs.com).
- (b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--
- (1) Using the ASSIST Shopping Wizard (http://assist.daps.dla.mil/wizard);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a <u>Firm Fixed Priced Indefinite Delivery</u>, <u>Indefinite Quantity</u> contract resulting from this solicitation.

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Commander, Marine Corps Systems Command, Attn: CIN 0271-Albert H. Whitley, 2200 Lester Street, Quantico, VA 22134-5010.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## 252.211-7003 ITEM IDENTIFICATION AND VALUATION (AUG 2008)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid\_equivalents.html.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii\_types.html.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) Unique item identifier.
- (1) The Contractor shall provide a unique item identifier for the following:
- (i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.
- (ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit	line
item No.	Item description

#### **TBD**

- (iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----.
- (2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.
- (3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-

- (i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
- (A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
- (B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
- (C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and
- (ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.
- (4) Unique item identifier.
- (i) The Contractor shall--
- (A) Determine whether to--
- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent; and
- (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.
- (ii) The issuing agency code--
- (A) Shall not be placed on the item; and

- (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:
- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*

- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.
- \*\* Once per item.
- (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data\_submission\_information.html.
- (g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

#### 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

- (a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --
- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.
- (b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--
- (1) In all subcontracts under this contract, if this contract is a construction contract; or
- (2) If this contract is not a construction contract, in all subcontracts under this contract that are for-

- (i) Noncommercial items; or
- (ii) Commercial items that--
- (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
- (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

#### Section J - List of Documents, Exhibits and Other Attachments

#### ATTACHMENT AND EXHIBITS

#### **ATTACHMENTS AND EXHIBITS**

Exhibit A	Contract Data Requirements List (CDRL) DD FORM 1423-1
Attachment 1	DD Form 254, Department of Defense Contract Security Classification Specification
Attachment 2	OPNAVINST 5513.8B-88 – Security Classification Guide, Joint Counter Radio Controlled Improvised Explosive Device Electronic Warfare Program. <b>NOTE: This was provided with Solicitation M67854-09-R-7005</b>
Attachment 3	Contractor Deployment Requirements. NOTE: This was provided with Solicitation M67854-09-R-7005
Attachment 4	USMC CREW 2.0 System Performance Specification, Annex A (Classified) NOTE: This was provided with Solicitation M67854-09-R-7005
Attachment 5	USMC CREW 2.0 System Performance Specification (Unclassified / FOUO). <b>NOTE: This was provided with Solicitation M67854-09-R-7005</b>
Attachment 6	USMC CREW Integrated Master Plan. NOTE: This was provided with Solicitation M67854-09-R-7005
Attachment 7	JCREW Overarching Configuration Management Plan. NOTE: This was provided with Solicitation M67854-09-R-7005
Attachment 8	PMPGD-CREW-0-CMP-0001 – USMC CREW Configuration Management Plan (CMP). <b>NOTE: This was provided with Solicitation M67854-09-R-7005</b>
Attachment 9	USMC CREW System/s Descriptions for VHP Hunter, Chameleon and CREW Vehicle Receiver Jammer (CVRJ) (Unclassified / FOUO). <b>NOTE: This was provided with Solicitation M67854-09-R-7005</b>

# Exhibit A -- Contract Data Requirements List (CDRL) Instructions

A001	CDRL
Program Management Plan (PMP)	Title
3 22 1	Section
Initial draft due with proposal; final draft due 10 business days after contract start	Delivery Schedule
Paper and soft copy	Belivery Mechanism
Government acceptance required*	Acceptance Criteria
As required	Update Frequency
DI-MGMT- 80004A	DID Reference
Specific contents includes:  Introduction Reference and Associated Documents Program Organization Responsibilities Program Manning and Training Training Training Subcontractor Management Communications Integrated Product Teams and Working Groups Schedule Risk Management Metrics Quality Management Management Management Management Management Schedule Risk Management Metrics Quality Management Reporting Configuration Management Schedule Risk Management Metrics Quality Management Schedule Risk Management Management Gonfiguration Management Schedule Risk Management Access PSI PM Reviews and Reporting Security and Program Protection Government Access to PSI Records	DID Tailoring

A002	CDRL
Quality Management Plan	Title
3.2.1.4	SOW Section
Initial draft due with proposal; final draft due 10 business days after contract start	Delivery Schedule
Paper and soft copy	Delivery Mechanism
Government acceptance required*	Acceptance Criteria
As required	Update Frequency
DI-QCIC- 81722	DID Reference
Furnished Equipment CDRL Reporting Other Direct Costs Specific contents includes: Introduction (Purpose, Scope, Responsibilities, References, Certifications, Approach to Quality) Preventive Action Activities Comprehensive Quality Assessment Activities Problem Reporting and Resolution Performance Metrics and Analysis Configuration Management Confourment Control Control of Records	DID Tailoring  ◆ Travel  ◆ Government

CDRL	Title	SOW Section	Delivery Schedule	Delivery Mechanism	Acceptance Criteria	Update Frequency	DID Reference	DID Tailoring
A003	Configuration Management Plan	3.2.1.5	Initial draft due with proposal; final draft due 10 business days after contract start	Paper and soft copy	Government acceptance required*	As required	DI-CMAN- 80858B	Specific contents includes:  Purpose Associated Documents Configuration Management Creation of Cls Configuration Items CM Artifacts CI Identifiers and Document Naming Conventions Technical Data Baseline Management Hardware Configuration and Change Control Control of Nonconforming Cls Change Control Configuration Control Board Configuration Status Accounting
A004	Meeting Agenda	3.2.2.1 3.2.2.2 3.4.2 3.4.3 5.1.2	Three days prior to meetings. For PAOC (3.4.3), draft due to PM CREW 10 days prior	Electronic (b) (4)	Upon delivery	One time per meeting	DI-ADMN- 81249A	No tailoring required

directed)

			sow		Delivery	Acceptance	Update	DID	
444 ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )	CDRL	Title	5.1.3 5.3.1.1 3.2.2.1	Delivery Schedule	Mechanism	Criteria	Frequency	Reference	DID Tailoring
- Committee Contract	4005	Meeting Minutes	3.2.2.2 3.4.2 3.4.3 5.1.2 5.1.3	Five days following meetings	Electronic (b) (4)	Upon delivery	One time per meeting	DI-ADMN- 81250A	No tailoring required
	4006	Quarterly Program Management Briefing Slides	5.3.1.1 3.2.2.1	Quarterly for all in- process DOs	Electronic (b) (4)	Upon delivery	Quarterly	DI-MGMT- 80227	The specific content of the Quarterly reviews will involve assessing the contract status on a program-wide basis, covering the following:  ◆ Quarterly trends in all PSI performance measures  ◆ Program schedule (accomplishments, deviations, and adjustments)  ◆ Program risks and status (handling strategies)  ◆ Program Management IPT, Supportability IPT, and Systems/Manufacturing Engineering IPT quarterly update  ◆ Quality management FRACAS issues  ◆ PM CREW topics (as

CDRL	50 SH4	SOW Section	Delivery Schedule	Mechanism	Acceptance Criteria	Update Frequency	DID Reference	DID Tailoring
A007	Monthly Program Management Briefing Slides	3.2.2.2	Monthly for all in- process DOs	Electronic (b) (4	Upon delivery	Monthly	DI-MGMT- 80227	The specific content of the Monthly program reviews shall summarize monthly CONUS and OCONUS program activities, covering the following:  CREW systems operational availability Program metrics Program schedule RMWG monthly update Personnel management issues Configuration management issues Inventory and asset management Maintenance support Inter-theater and intra-theater transportation report IPT activity updates PM CREW topics (as directed)
A008	Weekly Activity and PSI Assessment Report	3.2.2.3	Weekly	Electronic (b) (4)	Upon delivery	Weekly	DI-MISC- 80368	The specific content of this weekly report includes the following information:  Manning-level summaries  Sustainment and maintenance support activities performed

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CDRL	Title	SOW Section	Delivery Schedule	Delivery Mechanism	Acceptance Criteria	Update Frequency	DID Reference	DID Tailoring
A009	Daily Situational Report	3.2.2.3 4.2.1	Daily	Electronic (b) (4)	Upon delivery	Daily	DI-MISC- 80508B	during the week time period  Risk status assessments and updates  Transition status assessments, as appropriate  Priority issues or actions  Specific content includes composition, disposition and location status of all contract personnel assigned to the program office
A010	Integrated Master Plan (IMP)	3.3.1	Initial draft due with proposal; final draft due 10 business days after contract start	Paper and soft copy	Government acceptance required*	As required	DI-MGMT- 80004A	Specific content in cludes: Introduction Program Description Assumptions and Ground Rules Event Description and Action Verb Dictionary IPT Organization and Responsibilities Unique Features of IMP
4011	integrated Master Schedule (IMS)	3.3.2	Initial draft due with proposal; final draft due 10 business	Electronic (b) (4)	Government acceptance required*	Monthly	DI-MGMT- 81650	<ul> <li>IMP Table (Events, Accomplishments, and Criteria</li> <li>No tailoring required</li> </ul>

A012		CDRL
Transition Plan		Title
3.4.1		SOW Section
Initial draft due with proposal; final draft due 10 business days after contract start	days after contract start	Delivery Schedule
Paper and soft copy		Delivery Mechanism
Government acceptance required*		Acceptance Criteria
Prior to Transition kickoff meeting		Update Frequency
DI-MGMT- 80004A	The second second	DID
Specific content in cludes:  ◆ Introduction  ◆ Reference and Associated Documents  ◆ Milestones, Key Events, and Schedules  ◆ Methods and Approaches for:  Pre-Award Planning and Resource Allocation Transition Working Group  Development of PSI Transition Training, Planning, and Delivery  Tool Deployment Planning, and Delivery  Tool Deployment Planning for Personnel Transition  Personnel Transition  Team SAIC PMO Stand-up  CONUS Transition  POB Transition  PSI Transition Risk  PSI Transition Risk	in the second control of the second control	DID Tailoring

CDRL	Title	SOW Section	Delivery Schedule	Delivery Mechanism	Acceptance Criteria	Update Frequency	DID Reference	DID Tailoring
A013	Status of Government Furnished Equipment (GFE) Report		Quarterly	Electronic (b) (4)	Upon delivery	Quarterly	DI-MGMT- 80269	Identification and Management  ◆ Metrics Reporting  No tailoring required
A014	Integrated Logistics Support Plan	4.1	Initial draft due with proposal; final draft due 10 business days after contract start	Paper and soft copy	Government acceptance required*	As required	DI-ILSS- 80095	Specific content includes:  System Description List of Equipment Transitions Schedule Program Metrics and Measurement Maintenance Planning Supply Support Support and Test Equipment Manpower and Personnel Training and Training Devices Technical Data Computer Resources Support Packaging, Handling, Storage, and Transportation Facilities Design Interface
A015	Lesson Plans	4.1.5.4	In accordance with delivery order	Paper and soft copy	Government acceptance required*	Once per delivery order, if required	DI-ILSS- 80872	No tailoring required
A016	Quick Reference	4.1.5.4	In accordance with	Paper and soft	Government	Once per delivery	DI-ILSS-	No tailoring required

A020	A019	A018	A017	and the company of the common than	CDRL
Failure Summary and Analysis Report	Job Aids	Student Handouts	Computer Based Training	Cards	Title
5.3.1.1	4.1.5.4	4.1.5.4	4.1.5.4		Section Section
Monthly	In accordance with delivery order	In accordance with delivery order	In accordance with delivery order	delivery order	Delivery Schedule
Paper and soft copy	Paper and soft copy	Paper and soft copy	Paper and soft copy	сору	Delivery Mechanism
Government acceptance required*	Government acceptance required*	Government acceptance required*	Government acceptance required*	acceptance required*	Acceptance Criteria
Monthly	Once per delivery order, if required	Once per delivery order, if required	Once per delivery order, if required	order, if required	Update
DI-RELI- 80255	DI-ILSS- 80872	DI-ILSS- 80872	DI-ILSS- 80872	80872	DID
<ul> <li>◆ DID Para. 10.3.1.i, hours of operation shall be identified only when an Elapsed Time Meter is incorporated into each Principal End Item.</li> <li>◆ DID Para. 10.3.1.m, shall include environmental effects.</li> <li>◆ DID Para. 10.3.1.n, shall include parts replaced.</li> <li>◆ DID Para. 10.3.1.q shall include but not be limited to the following: training, supportability data (detail), quality system procedures, test procedures, test procedures.</li> </ul>	No tailoring required	No tailoring required	No tailoring required	Orașia estituationă pă metriorea a metriorea e	DID Tailoring

A022	A021	CDRL
SWaP-C Analysis	Systems/ Manufacturing Engineering Plan	Title
5. 1. 2.	5 	Section
In accordance with delivery order	Initial draft due with proposal; final draft due 10 business days after contract	Delivery Schedule
Paper and soft	Paper and soft copy	e Delivery Mechanism
Government	Government acceptance required*	Acceptance Criteria
Once per VIK	As required	Update Frequency
DI-MISC-	DI-MGMT- 81024	DID Reference
— Engineering  Metrics — Failure Reporting and Corrective Action System — Innovative and Emerging Technologies ◆ Formal Deliverables ◆ Technical Organization Technical Management Activities  No tailoring required	human error, hardware failure, and workmanship. Specific content includes: Introduction Applicable Documents Systems/Manufacturi ng Engineering Approach Life Cycle Model S/ME Process Engineering Disciplines Technical Data Package Work Environment	DID Tailoring

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A032	A031	A030	A029	A028	A027	A026	A025	A024	A023	CDRL
VIK Technical	Technical Data Package	Power Testing Report 5.1.3	High Temperature Testing Report	Vibration and Shock Testing Report		Electromagnetic Interference Testing Report	Antenna Placement and Pattern Analysis Report	Antenna Suite Pattern Testing Report	Test and Evaluation  Master Plan	IL Title
5.1.3	5.1.3	5.1.3	5.1 3.3	5.1.3	5.1.ω	5.1 3.3	5.1.3	5.1.3	5.1.3	Section
In accordance with	In accordance with delivery order	In accordance with delivery order	In accordance with delivery order	In accordance with delivery order	In accordance with delivery order	In accordance with delivery order	In accordance with delivery order	In accordance with delivery order	In accordance with delivery order	Delivery Schedule
Paper and soft	Paper and soft copy	Paper and soft copy	Paper and soft copy	Paper and soft copy	Paper and soft copy	Paper and soft copy	Paper and soft copy	Paper and soft copy	Paper and soft copy	Delivery Mechanism
Government	Government acceptance required*	Government acceptance required*	Government acceptance required*	Government acceptance required*	Government acceptance required*	Government acceptance required*	Government acceptance required*	Government acceptance required*	Government acceptance required*	Acceptance Criteria required*
Once per VIK	Once per VIK delivery order	Once per VIK delivery order, if required by TEMP	Once per VIK delivery order, if required by TEMP	Once per VIK delivery order, if required by TEMP	Once per VIK delivery order, if required by TEMP	Once per VIK delivery order, if required by TEMP	Once per VIK delivery order, if required by TEMP	Once per VIK delivery order, if required by TEMP	Once per VIK delivery order	Update Frequency
MIL-DTL-	DI-CMAN- 80776	DI-MISC- 80508B	DI-MISC- 80508B	DI-MISC- 80508B	DI-MISC- 80508B	DI-EMCS- 80200C	DI-MISC- 80508B	DI-MISC- 80508B	DI-NDTI- 80566A	DID Reference
No tailoring required	No tailoring required	No tailoring required	No tailoring required	No tailoring required	No tailoring required	No tailoring required	No tailoring required	No tailoring required	No tailoring required	DID Tailoring

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A037	A036	A035	A034	A033		CDRL
Sequenced VIK Inventory Sheet	VIK Assembly Load Plan Work Instruction	Acceptance Test Procedures	VIK Bill of Materials	Safety Assessment Report	Manuals	Title
5.2.2	5.2 2	5.2.2	5.2.1	5.1.3.2		SOW Section
In accordance with delivery order	In accordance with delivery order	In accordance with delivery order	In accordance with delivery order	In accordance with delivery order	delivery order	Delivery Schedule
Paper and soft copy	Paper and soft copy	Paper and soft copy	Paper and soft copy	Paper and soft copy	сору	Delivery Mechanism
Government acceptance required*	Government acceptance required*	Government acceptance required*	Government acceptance required*	Government acceptance required*	acceptance required*	Acceptance Criteria
Once per VIK delivery order	Once per VIK delivery order	Once per VIK delivery order	Once per VIK delivery order	Once per VIK delivery order	delivery order	Update Frequency
DI-PACK- 80121B	DI-PACK- 80121B	DI-NDTI- 80603A	DI-CMAN- 80776	DI-SAFT- 80102B	87268C	DID Reference
Specific content includes a graphical and text based description detailing the exact sequence in which VIK components must be placed into its shipping container	Specific content includes a graphical depiction describing the size, shape, and location of each VIX component as it is packaged for shipment within its shipping container	No tailoring required	No tailoring required	No tailoring required		DID Tailoring
	Sequenced VIK 5.2.2 In accordance with Inventory Sheet 5.2.2 In accordance with delivery order copy required*  Government Once per VIK DI-PACK- delivery order 80121B	VIK Assembly Load Plan Work Instruction  5.2.2 In accordance with Paper and soft delivery order copy  In accordance with Inventory Sheet  5.2.2 In accordance with Required copy  In accordance with Required copy  Paper and soft acceptance delivery order copy  Government acceptance delivery order Required Required delivery order Required Require	Acceptance Test Procedures  5.2.2  In accordance with Paper and soft delivery order Procedures  VIK Assembly Load Plan Work Instruction Plan Work Instruction  Sequenced VIK In accordance with Paper and soft delivery order  Sequenced VIK In accordance with Paper and soft delivery order  Sequenced VIK In accordance with Paper and soft delivery order  Sequenced VIK In accordance with Paper and soft delivery order  Sequenced VIK In accordance with Paper and soft delivery order  Sequenced VIK In accordance with Copy  Government acceptance delivery order  Government acceptance delivery order  Sequenced VIK In accordance with Paper and soft acceptance delivery order  Sequenced VIK In accordance with Copy  Government acceptance delivery order  Sequenced VIK In accordance with Copy  Government acceptance delivery order  Sequenced VIK In accordance with Copy  Government acceptance delivery order  Sequenced VIK In accordance with Copy  Government acceptance delivery order  Sequenced VIK In accordance with Copy  Government acceptance delivery order  Sequenced VIK In accordance with Copy  Government acceptance delivery order  Sequenced VIK In accordance with Copy  Government acceptance delivery order  Sequenced VIK In accordance with Copy  Government acceptance delivery order  Sequenced VIK In accordance with Copy  Government acceptance delivery order  Sequenced VIK In accordance with Copy  Government acceptance delivery order  Sequenced VIK In accordance with Copy  Government acceptance delivery order  Sequenced VIK In accordance with Copy  Government acceptance delivery order  Sequenced VIK In accordance with Copy  Government acceptance delivery order  Sequenced VIK In accordance with Copy  Government acceptance delivery order  Sequenced VIK In accordance with Copy  Government acceptance delivery order  Sequenced VIK In accordance with Copy  Government acceptance delivery order  Sequenced VIK In accordance with Copy  Government acceptance delivery order  Sequenced VIK In accordance with Copy  Government acceptance deliver	VIK Bill of Materials  5.2.1  In accordance with delivery order  Acceptance Test Acceptance Test  VIK Assembly Load Plan Work Instruction  Sequenced VIK Bill of Materials  5.2.2  In accordance with Paper and soft Pap	Safety Assessment Safety Assessment Report  VIK Bill of Materials  5.2.1  In accordance with delivery order  Acceptance Test Procedures  Face and soft Paper	Manuals  Man

CDRL	Title	Section	Delivery Schedule	Delivery Mechanism	Acceptance	Update	DIO	DID Tailoring
A039	Acceptance Test Procedure for OEM Jammer Variant	5.2.2	In accordance with delivery order	Paper and soft copy	Government acceptance required*	Once per VIK delivery order	DI-NDTI- 80603A	No tailoring required
A040	Acceptance Test Result Data for each Serialized OEM Jammer Unit	5.2.2	In accordance with delivery order	Paper and soft copy	Government acceptance required*	Once per VIK delivery order	DI-NDTI- 80809B	No tailoring required
A041	DD-250 for VIK Assemblies Delivered	5.2.2	In accordance with delivery order	Paper and soft copy	Government acceptance required*	Once per VIK delivery order	DD-250	No tailoring required

## \* CDRL Acceptance

deliverable(s). If no comments are received within the 30 calendar-days comment period then the data/deliverable(s) shall be deemed to have been approved. incorporate consolidated, prescriptive and in-scope comments received during the comment period. Delivery with comments incorporated shall constitute acceptance of the For CDRLs requiring Government approval, the customer shall have 30 calendar days to provide one set of consolidated comments. Final versions of deliverable(s) shall

### NOTE:

- Weekly Reports: Due no later than one (1) working day after the close of the reporting period.
- Monthly Reports: Due no later than three (3) working days after the close of the reporting period.
- Quarterly Reports: Due no later than five (5) working days after the close of the reporting period.

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