

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES	
	U	1	2

2. AMENDMENT/MODIFICATION NO. 13	3. EFFECTIVE DATE 11-Jul-2013	4. REQUISITION/PURCHASE REQ. NO. 1300360347 & 1300360297	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00174	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

NSWC, INDIAN HEAD DIVISION
4072 North Jackson Road, Suite 132
Indian Head MD 20640-5115
teresa.palumbo@navy.mil 301-744-6612

DCMA Manassas
10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) BOOZ ALLEN HAMILTON INC 8283 Greensboro Drive McLean VA 22102		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4024-FG04
		10B. DATED (SEE ITEM 13) 29-Apr-2009
CAGE CODE 17038	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

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

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

SEE PAGE 2

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

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to provide incremental funding in Support of Option Year IV in the amount of \$2,018,077.00.

Accordingly, said Task Order is modified as follows:

1. Section G - Accounting and Appropriation Data

Funding in the amount of \$2,018,077.00 is hereby provided as follows:

CLIN 4004 Labor \$1,963,484.00
CLIN 6004 ODCs \$ 54,593.00

See Section G for updated Accounting and Appropriation Data.
See Section H for updated Allotment of Funds by CLIN.

2. All other terms and conditions remain unchanged.

3. For additional information concerning this task order, please contact Teresa M. Palumbo at 301-744-6612 or teresa.palumbo@navy.mil.

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$15,519,965.36 by \$2,018,077.00 to \$17,538,042.36.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400403	OTHER	0.00	1,555,151.00	1,555,151.00
400404	OTHER	0.00	408,333.00	408,333.00
600402	OTHER	0.00	54,593.00	54,593.00

The total value of the order is hereby increased from \$18,660,785.00 by \$0.00 to \$18,660,785.00.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4000	R425	Base Year USCENTCOM J8 Analytical Baseline Support (OTHER)	1.0	LO	\$	\$	\$3,435,053.00
400001	R425	Incremental Funding Requisition #91177520 (OTHER)					
400002	R425	Incremental Funding Requisition # 91177517 (OTHER)					
4001	R425	OPTION YEAR I USCENTCOM J8 Analytical Baseline Support (OTHER)	1.0	LO	\$	\$	\$3,537,419.00
400101	R425	REQUISITION # 00217558 (OTHER)					
400102	R425	REQUISITION # 00217559 (OTHER)					
400103	R425	REQUISITION # 00217561 (OTHER)					
4002	R425	OPTION YEAR II USCENTCOM J8 Analytical Baseline Support (OTHER)	1.0	LO	\$	\$	\$3,642,385.00
400201	R425	Funding in Support of Option Year II Labor (OTHER)					
400202	R425	Funding in Support of Option Year II Labor (OTHER)					
400203	R425	Funding in Support of Option Year II Labor (OTHER)					
400204	R425	Funding in Support of Option Year II Labor (OTHER)					

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4003	R425	OPTION YEAR III USCENTCOM J8 Analytical Baseline Support (OTHER)	1.0	LO	\$	\$	\$3,750,440.00
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400301	R425	Option Year III Labor Baseline Funding (OTHER)
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400302	R425	Option Year III Labor OCO Funding (OTHER)
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400303	R425	Option Year III Labor Other Baseline Funding (OTHER)
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400304	R425	Option Year III Labor OCO Funding (OTHER)
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400305	R425	Option Year III Labor Other Baseline Funding (OTHER)
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4004	R425	OPTION YEAR IV USCENTCOM J8 Analytical Baseline Support (OTHER)	1.0	LO	\$	\$	\$3,862,183.00
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400401	R425	Funding in Support of Option Year IV Labor (OTHER)
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400402	R425	Funding in Support of Option Year IV Labor (OTHER)
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400403	R425	Funding in Support of Option Year IV Labor (OTHER)
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400404	R425	Funding in Support of Option Year IV Labor (OTHER)
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For ODC Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost
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6000	R425	Base Year Other Direct Costs (ODC) Travel & miscellaneous hardware/software NTE \$80,000	1.0	LO	\$80,000.00

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(OTHER)

600001	R425	Incremental Funding Requisition # 91177516 (OTHER)			
6001	R425	OPTION YEAR I Other Direct Costs (ODC) Travel & miscellaneous hardware/software NTE \$83,200 (OTHER)	1.0	LO	\$83,200.00
600101	R425	REQUISITION # 00217558 (OTHER)			
6002	R425	OPTION YEAR II Other Direct Costs (ODC) Travel & miscellaneous hardware/software NTE \$86,530 (OTHER)	1.0	LO	\$86,528.00
600201	R425	OPTION YEAR II Other Direct Costs (ODC) Travel & miscellaneous hardware/software (OTHER)			
6003	R425	OPTION YEAR III Other Direct Costs (ODC) Travel & miscellaneous hardware/software NTE \$89,990 (OTHER)	1.0	LO	\$89,989.00
600301	R425	Option Year III ODC Funding (OTHER)			
6004	R425	OPTION YEAR IV Other Direct Costs (ODC) Travel & miscellaneous hardware/software NTE \$93,590 (OTHER)	1.0	LO	\$93,588.00
600401	R425	Funding in Support of Option Year IV ODC's (OTHER)			
600402	R425	Funding in Support of Option Year IV ODC's			

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(OTHER)

TASK ORDER MANAGER (TOM)

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

Name: Charris James
Address: USCENCOM CCJ8
7115 South Boundary Boulevard
MacDill AFB, FL 33621

Phone: 813-827-5975
Fax: 813-827-4919
Email: james@centcom.mil

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

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

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in

Proposal # dated 03 April 2009 in response to NAVSEA Solicitation No. N00024-09-R-3202.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

Performance Work Statement

PART 1

GENERAL INFORMATION

1.0 Description of Services

1.1 Background

CCJ8 Analysis and Requirements Division (CCJ8-AR) at US Center Command Headquarters, MacDill AFB, FL, Building 540 provides analysis and simulation capabilities to support US Center Command Commander (USCENTCOM CDR) and his staff and components during adaptive planning and execution, joint strategic planning and acts as the USCENTCOM focal point (Gatekeeper) for Office of the Secretary of Defense (OSD) and Joint Staff Capabilities Based Planning (CBP) Process using the Joint Capabilities Integration and Development System (JCIDS) processes and tasks. These processes support the Joint Requirements Oversight Council (JROC) directed Functional Capabilities Board activities. CCJ8-AR acts as the Joint Modeling and Simulation (JM&S) focal point for the command, and provides operations research support. CCJ8-AR also serves as the primary coordinator for all Joint Staff studies and analysis related to the Analytic Agenda requiring USCENTCOM participation.

History:

Analytical History: Focus on assisting planners with satisfying the deliberate planning requirements assigned to USCENTCOM in the Joint Strategic Capabilities Plan (JSCP) and Contingency Planning Guidance (CPG). This includes course of action development and limited gaming of force flow and other time phased deployment data.

Theater Strategy Assessment (TSA). TSA is a three-part process (conducted quarterly), based on objectives and desired effects of USCENTCOM theater strategy. (1) Collect objective data from all staff functions for measures; (2) Generate output (results of value-based Decision Analysis); (3) Assess results and add contextual discussion.

M&S Systems History: At the end of FY08, CCJ8-AR had three Unix networks (SECRET, unclassified (to include an in-house test suite), and TS/SCI stand-alone systems, five Unix Servers (SUN) and 24 Unix workstations (SUN) using Solaris 9 operating system (testing Solaris 10). The test suite provides the capability of using trial software prior to purchase and submission to the Command's lab for testing.

Requirements History: CCJ8 was formed in August 2001, at which time CCJ8-AR, and, in particular, the CCJ8-ARC (Requirements Branch) was formed. CCJ8-ARC supports CCJ8's role as the principal advisor to the Commander, USCENTCOM, regarding war fighting capability shortfalls and mission deficiencies via a joint concepts-centric capabilities based planning (CBA) process. These processes and procedures are fulfilled through JCIDS. CCJ8-ARC also fulfills tasks and requirement justification from Office of Secretary of Defense (OSD), Joint Staff, and other DOD agencies. CCJ8-ARC's primary role is the development, collaboration and coordination of the USCENTCOM Integrated Priority List (IPL) which starts the planning and programming efforts. The IPL starts the Planning, Programming, Budgeting & Execution process enabling USCENTCOM to obtain and prioritize war fighting capabilities; these include the Chairman's Program Assessment (CPA), Strategic Planning Guidance (SPG),

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Joint Programming Guidance (JPG), and Program Objective Memorandum (POM) input and allow for USCENTCOM to prioritize and re-assess capabilities based on the Services input to their POMs (Program Budget Review (PBR)). The CCJ8-ARC supports USCENTCOM and its Directorates by coordinating with the Joint Staff, Components, Services, DOD Agencies, and other Combatant Commands to develop USCENTCOM's capability requirements and positions throughout all these processes. The CCJ8-ARC maintains the USCENTCOM Resource Information Manager (CRIM) tool: CRIM is an information management tool available for USCENTCOM's Functional Capability Board Working Groups (FCB-WG) and associated Directorates. It serves as a reference/storage and working framework for requirements storage. CCJ8-ARC uses the JROC Knowledge Management and Decision Support (KM/DS) on-line tool to track and accept JS, FCB and JCB JCIDS requirements and taskers. This tool is constantly evolving and being updated to support the distribution, tracking, management, and decision support documentation distributed from the Department of Defense and Joint Staff.

Knowledge Management History: The following are tools that have been developed by CCJ8-AR:

Decision Support System (DSS) Tool: DSS Tool is a web-based application that enables Headquarters and Component Command operators and planners to define and assess the objectives (theater, operational, tactical, etc.) and their relationships supported by operational phases. Once analysts define relationships and assess specific tasks and Measure of Effectiveness (MOEs), DSS Tool performs an aggregation to calculate higher level objective assessments. The Division previously adapted DSS for use in the Campaign Objectives Assessment Board (COAB) and as an automated support means for identifying, tracking, and reporting progress for USCENTCOM's Joint Mission Essential Tasks. CCJ3/CCJ8 applied the name Battle Staff Readiness Assessment System (BSRAS) to this latter application for use by all directorates as the standard for their Battlefield Readiness Assessment Briefs.

COAB: The underlying campaign analysis and decision support tool was developed by CCJ8-AR. It is a web-based Graphical User Interface (GUI) and series of decision support algorithms linked to a database that allows information capture, retrieval, presentation and calculation of task assessments. COAB monitors operations and assesses campaign progress against strategic, operational, and tactical objectives.

War fighting Web Functionality (WWF): Provided web application development support to build components of the Command's War fighting Web, built to provide rapid access to dynamic operational and intelligence assessments to facilitate and improve decision making; Supported CCJ3-O by developing automated means for populating WWF with SigActs information from forward HQ for the Ops-Intel brief; Populated WWF "tree" with Force Protection (FP) information displays (terrorist threat levels, force protection conditions, and detailed FP information for each country and site within country) from the Anti-Terrorism Information System (ATIS.)

Commander's Three-Year Planning Calendar: Supported Secretary of the Joint Staff (SJS) by providing continued maintenance and training for MS Office based tool that automatically obtains specific categories of events from directorate and special staff command calendars. The tool integrates all significant events into an overall Commander's Three-Year Planning Calendar appropriate for command-level access that provides visibility of key events for planning and de-confliction purposes. After a downturn in use of the Three-Year Calendar during the initial stages of OIF, SJS re-instituted it, whereupon CCJ8-AR (1) provided training to directorate and special staff administrative representatives on entering data, (2) implemented SJS guidance for Component, Directorate and Special Staff events and (3) worked with CCJ6 technical staff to correct their software that updates Microsoft Outlook's Master Category list.

CENTCOM Planning Information Manager (CPIM): CPIM is an information management tool for USCENTCOM planner/analysts. It serves as a framework for a variety of planning data and information for such areas as antiterrorism (AT) force protection (FP) and logistics. Data and information are in the form of databases, imagery, reports, spreadsheets and charts, some of which are stored in CPIM and others which CPIM accesses via hyperlinks. CPIM has several main functional components - Anti Terrorism Information System (ATIS), what was formerly known as Bed down Logistics Information Integration System (BLIIS) and CRIM as described in the Requirements History above. CPIM born of BLIIS, was originally developed for CCJ4 Logistics Directorate for quick access to various information about APODs and SPODs (Air/Sea Points of Debarkation). CPIM accesses National Geospatial Intelligence Agency's (NGA) AAFIF (Automated Air Facilities Information File) airfields data through the TRANSCOM Port and Airfield Collaborative Environment, PACE. Seaports data is obtained periodically from Military Transportation Management Command's MTMCTEA's WorldPorts database. Shortly after 11 September 2001, Joint Standards Document's (JSD) antiterrorism data was added into the Antiterrorism Information System (ATIS) module.

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International Agreements Data Base (IADB): USCENTCOM's web based portal for accessing scanned international agreements residing in an SQL database. Originally developed for USCENTCOM Judge Advocate (CCJA) in 2000, IADB enabled users to obtain electronic web based access of formerly hard copy documents, charts, and spreadsheets. Ability to link to sister sites consists largely of hyperlinks.

Traditionally, CCJ8 was the enabler for initiating the use of homegrown tools for other combatant commands and components. Sharing of the tools and getting them functioning properly within other organizations is central to the USCENTCOM J8 and JASP ethos.

Tomahawk Land-Attack Cruise Missile (TLAM) Mission Planning Request Tracker: SIPRNET web-based application which allows TLAM missions to be defined and planned in a collaborative environment managed by the Cruise Missile Support Activity staff at JFCOM and used by USCENTCOM CCJ2 and CCJ3 as well as USSTRATCOM, CMSA-PAC, and Afloat Planning Systems (APS).

Analytical Baseline (AB) History: AB was initiated during FY03 and FY04. AB is mandated by DoD Directive 8260.1, "Data Collection, Development, and Management in Support of Strategic Analysis," Dec 6, 2002. The directive calls for combatant commands, working with Joint Staff J-8 War fighting Analysis Division (WAD) as baseline director, to provide OSD(PA&E) a package comprising a scenario, concept of operations, and integrated data as a foundation for strategic analyses. The AB process was established by DoD to collect and share joint data for current and projected adversary and US forces to provide a foundation for required strategic analyses of current forces.

Present:

Analytical Present: Primary focus is providing analytical and planning support to operational planning requirements. Additionally, supporting the analytic agenda and providing support to the assessment of campaign objectives to include Operations Iraqi and Enduring Freedom as well as USCENTCOM's role in the war on terrorism remain the key missions of the Analysis Branch.

M&S Systems Present: Hardware and software consists of 3 networks (SECRET, unclassified (to include an in-house test suite), and TS/SCI stand-alone systems consisting of 5 SUN servers and 24 SUN desktops operating Solaris 9 (testing Solaris 10).

Requirements Present: The functions and role of the Requirements Branch mission has increased to meet the growing scope and objectives of the Capabilities Based Planning (CBP) (CJCSI 3000.01 dated 1 Dec 06) mandates from DOD. The Joint Staff and OSD restructured into Capability Portfolio Managers (CPMs) and Functional Capability Boards (FCBs) using the Joint Capability Area (JCA) Structure as the Framework and lexicon for organizing the capability portfolios. These nine (9) portfolios are designed to optimize capability investments across the Defense enterprise (both materiel and non-materiel) and minimize risk in meeting the Defense Department Objectives in support of the National Defense Strategy and National Military Strategy. JCIDS supports the Functional Capability Board (FCB), and OSD's prioritization of capability shortfalls through revised joint concepts-centric capabilities identification processes. Consolidation and synchronization of the Command's requirements has placed increased product demands on the CCJ8-ARC. CCJ8-ARC serving as the USCENTCOM gatekeeper, has the supervision/oversight of USCENTCOM's FCB-Working Groups and their JCIDS taskings to include capability shortfalls based on strategic and joint requirement assessments. On the immediate horizon CCJ8-ARC directs and coordinates the command's actions associated with Immediate War fighter Needs originating from the Area of Responsibility (AOR), and prepares/coordinates Joint Urgent Operational Needs (JUON) as appropriate. CCJ8-ARC also assists with assessments and endorsement of Service-specific Urgent Operational Needs. The Near Term Capabilities Management (JUON) mission is to act as the focal point for all JUONs and as such has an increasing requirement to oversee and track Critical USCENTCOM war fighting capabilities tasked to the Joint Improvised Explosive Device Defeat Organization (JIEDDO), Joint Rapid Acquisition Cell (JRAC), and the services in support of filling the immediate acquisition of material for components in combat IAW CJCSI 3470.01 Rapid Validation and Resourcing of Joint Urgent Operational Needs (JUONs) in the Year of Execution. In addition to the CPM and FCB tasking, the Chairman has tasked the functional COCOMs to organize Senior War fighting Forums (SWarFs). SWarFs are 3-Star collaborative forums and processes with Geographic, Functional combatant commands and Services participation. The Chairman is using SWarFs for rapid COCOM input to organize, analyze, prioritize and build consensus on high priority issues. SWarFs are decision making forums that send their conclusions to the JROC as recommendations. SWarF tasks are also coordinated and managed by CCJ8-ARC. CCJ8-ARC constantly uses the JROC Knowledge Management and Decision Support (KM/DS) on-line tool to

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track and accept JS, FCB and JCB JCIDS requirements and taskers. CCJ8-ARC, as the JCIDS gatekeeper for USCENTCOM, manages the KM/DS distribution, tracking, management, and decision support documentation distributed from the Department of Defense and Joint Staff.

Knowledge Management Present: The requirements for knowledge management support has remained the same to this date.

AB Present: AB support will continue in USCENTCOM based on the regions of interest specified in the Analytic Agenda (Joint Staff and OSD). The analysis work will provide a current year focus and be integrated with ongoing planning on the staff and will support both deliberate and crisis action planning. USCENTCOM continues to serve as advisors for these analysis efforts at the Joint Staff and OSD.

Joint Urgent Operational Needs (JUON) Present: The functions of JUON support have increased to meet the growing number of requirements generated from Iraq and Afghanistan. JUON's were created by OSD to provide rapid acquisition to the War fighter in Nov 2004. Until Mar 2006 CENTCOM averaged two JUON submissions per month. From May 07 to Oct 07, the average number received per month has grown to 13. CCJ8-ARC's oversight of JUON's includes: processing, staffing and validating JUON's within 21 days from receipt until submission to Joint Staff; coordinating with other COCOMs, Services and Agencies; and monitoring fielding of material resources to forward deployed component commands.

Future:

Analytical Future: The current level of effort in the analysis area should be adequate to support the command with analysis on the status of USCENTCOM's Campaign Plan (to include the war on terrorism) and any efforts to manage and assess the integration of staff priorities across the command and working with planners in the headquarters on preparation of adaptive plans. CCJ8 will be the central repository of all approved Analysis and Studies conducted by and for USCENTCOM. The medium by which these documents will be managed is through CCJ8's USCENTCOM Requirements Information Manager (CRIM) webpage. .

M&S Systems Future: Lifecycle replacement of SUN hardware will be purchased in FY09. It should be delivered approximately May 09. The UNIX system administrator will continue to maintain 3 networks (SECRET, unclassified (to include an in-house test suite), and TS/SCI stand-alone systems with 5 SUN servers and 24 SUN desktops operating Solaris 9 and future versions.

Requirements future: The current level of effort for the Requirements Objective will increase to address the expanding scope and objectives of the Capabilities Based Planning (CBP) (CJCSI 3000.01 dtd 1 Dec 06) mandates from DOD. The Joint Staff and OSD restructured into Capability Portfolio Managers (CPMs) and Functional Capability Boards (FCBs) using the Joint Capability Area (JCA) Structure as the Framework and lexicon for organizing the capability portfolios. The nine (9) JS portfolio managers will continue to optimize capability investments across the Defense enterprise (both materiel and non-materiel) and minimize risk in meeting the Defense Department Objectives in support of the National Defense Strategy and National Military Strategy. Thus creating ever increasing demands on the COCOM performing the JCIDS process through the supporting Functional Capability Boards, The Near Term Capabilities Management (JUON) will have an increasing requirement to oversee and track critical USCENTCOM war fighting capabilities tasked to the JIEDDO, Joint Rapid Acquisition Cell (JRAC), and the services in support of filling the immediate acquisition of material for components in combat IAW CJCSI 3470.01 Rapid Validation and Resourcing of Joint Operational Needs (JUONs) in the Year of Execution. The Senior War fighting Forums (SWarFs) tasking will increase in reporting to the Joint Requirements Oversight Council (JROC) as more cross COCOM issues and revised uses of this process mature. JCIDS evolution will increase COCOM participation in new Joint Integration Concepts (JICs) and Capability Based Assessments (CBAs), all requiring CCJ8-ARC oversight and coordination between Joint Staff principles and USCENTCOM Directorate SMEs. CCJ8-ARC as the JCIDS gatekeeper for USCENTCOM will constantly evolve in the management of the KM/DS distribution, tracking, management, and decision support documentation distributed from the Department of Defense and Joint Staff.

Knowledge Management Future: There is a requirement to maintain the tools developed by CCJ8-AR.

AB Future: The future baseline work in the headquarters will focus on the priority planning efforts of the CCJ5 planning leadership. We will continue to integrate our analysis capabilities into their planning to support course of action development and related areas. Our support to the analytic agenda will continue to focus on current year work

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that is directly related to the USCENCOM area of responsibility.

JUON Future: The level of effort for the JUON's Objective should be adequate to address the expanding number of requirements for processing, staffing, and validating, and the tracking of increasing materiel solutions to forward deployed component commands.

Financial Management Analysis Future: USCENCOM/J8 has a new requirement to provide financial management analysis. The new requirement will include financial management analysis in support of command funding and financial management programs and assist in the development of fiscal policy and regulations for USCENCOM and components.

1.2 Purpose

The purpose of this requirement is to acquire Contractor manning, advisory and assistance services for the USCENCOM/CCJ8. In this requirement, the Contractor shall provide strictly non-personal services and shall work as an independent Contractor not subject to the supervision and control of the Government, in support of USCENCOM/CCJ8.

1.3 Objective

The Contractor shall provide all staffing, equipment, and materials necessary to perform the tasks as defined in this PWS; except that which is Specified in Part 3 as Government Furnished Information, Facilities, Property, Equipment and Services.

1.4 General Information

1.4.1 Place of Performance

The primary place of performance under this contract will be at USCENCOM at MacDill AFB, FL. Relocation to USCENCOM forward (stateside or in USCENCOM's AOR) may be required.

1.4.2 Task Order Manager (TOM) Ms. Charris James; USCENCOM CCJ8, 7115 South Boundary Boulevard, MacDill AFB, FL 33621; 813-529-8145; Fax: 813-529-8062; james@centcom.mil

1.4.3 Primary and Alternate Point of Contact (POC)

Primary: Ms. Charris James, 7115 S Boundary Blvd, MacDill AFB, FL 33621-5101; 813-529-8145; Fax: 813-529-8062; james@centcom.mil.

1.4.4 Hours of Operation

The Contractor is responsible for contract performance between the hours of 0700 – 1700 Monday thru Friday, (or non-standard hours if mission dictates) except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the work force are essential.

1.4.5 Travel

The Contractor shall be required to travel in performance of this Task Order. OCONUS travel will be in accordance with CENTCOM procedures. The number of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the TOM (for each individual task) and pre-approved by the TOM prior to travel. All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs and the Federal Travel Regulations (FTR) and shall be pre-approved by the TOM.

1.4.6 Recognized Holidays

The Contractor is NOT required to perform on these days.

New Year's Day

Labor Day

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Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day

Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

1.4.7 Security Requirements

1.4.7.1 Clearance Level

All Contractor personnel shall possess a current Top Secret (TS) clearance with Sensitive Compartmented Information (SCI) eligibility based on a Single Scope Background Investigation (SSBI) completed within the last 5 years in accordance with the attached DD Form 254, Attachment 1.

1.4.7.2 Facility Clearance

The Contractor shall possess or be eligible to receive and maintain a Top Secret facility clearance from the Defense Security Service.

1.4.7.3 Physical Security

The Contractor shall be responsible for safeguarding all Government information or property provided for Contractor use. At the close of each work period, Government information, facilities, equipment and materials shall be secured as specified.

1.4.7.4 Key Control

The Contractor shall establish and implement methods in accordance with the National Industrial Security Program Operating Manual (DoD 5220.22-M) to ensure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Security Officer identified on the contract DD254.

1.4.7.4.1 The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Security Officer.

1.4.7.5 Lock Combinations

The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor will ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

1.4.7.6 Data Control - NONDISCLOSURE

In the course of performance pursuant to this contract, the contractor will access nonpublic information, including Planning, Programming, Budgeting and Execution (PPBE) information. Contractor agrees that it will not use or disclose any such information unless authorized by the Task Monitor. Contractor further agrees that it will use its best efforts to ensure that its employees and others performing services under this contract will not use or disclose any such information unless authorized by the Task Monitor. To that end, Contractor agrees that each of its employees and others performing duties under this contract will sign the Certificate of Nondisclosure (see attached form).

1.4.8 Post Award Conference/Periodic Progress Meetings

The Contractor agrees to attend any post award conference convened by the contracting activity or contract

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administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, TOM, and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these progress meetings the contracting officer will provide feedback to the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Government and Contractors shall take appropriate action to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.4.9 Identification of Contractor Employees

All contract personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of the audience that they are Government officials. Contractor personnel must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. All Contractors are required to wear a CENTCOM badge at all times while in the CENTCOM facilities. In addition, all Contractors are required to obtain a Common Access Card (CAC). The CAC cards are required to gain access to MacDill AFB as well as access to the unclassified computer networks.

1.4.10 Deliverables

All deliverables become the property of the United States Government. Unless otherwise stated, all deliverables will be submitted in both hardcopy and electronic media in Microsoft Word/PowerPoint/Excel/Access/Visio/Project format.

PART 2

DEFINITIONS & ACRONYMS

Defective Service - A service output that does not meet the standard of performance associated with it in the PWS.

Delivery Date – The specific time of delivery and/or performance.

Metrics - A system of parameters or ways of quantitative and periodic assessment of a process that is to be measured, along with the procedures to carry out and interpret such measurement and assessment.

NAVSEA – Provides contracting and acquisition support to the Navy and other various Department of Defense organizations in the National Capital Region (NCR). The acquisition and contracting support provided to our customers span from pre-award through contract close-out.

Performance Objective – The service and/or activity required.

Performance Requirement – The outcomes, or results, that lead to satisfaction of the objective(s).

Performance Standard – Establishes the performance level required by the Government to meet the contract requirements. The standards shall be measurable and structured to permit an assessment of the Contractor's performance.

Performance Threshold – Minimum acceptable level, error rate and/or deviation from standard.

Performance Work Statement (PWS) – A detailed work statement for performance-based acquisitions that describes the required results in clear, specific and objective terms with measurable outcomes.

Quality Assurance (QA) - Those actions taken by the Government to assure services meet the requirements of the PWS.

Quality Assurance Surveillance Plan (QASP) - A document organizing how the Government will apply performance standards, the frequency of surveillance and the minimum acceptable defect rate(s).

Quality Control (QC) - Those actions taken by a Contractor to control the performance of services so that they meet the requirements of the PWS.

Quality Control Plan (QCP) – A document organizing the performance control processes to be applied for delivering

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the level of service required by the PWS.

Task – How the contracting effort fits within the existing or intended customer environment both technically and organizationally; a specific piece of work to be completed within a certain time period.

Task Order Manager (TOM)- A representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as liaison to the Contractor.

Wide Area Work Flow (WAWF) – A secure Web-based system to allow Contractors to submit electronic invoices, and provide the Government a means to electronically receipt for and accept supplies and services.

PART 3

GOVERNMENT FURNISHED INFORMATION, FACILITIES, PROPERTY, EQUIPMENT AND SERVICES

3.0 General

The Government will provide the information, facilities, property, equipment and services listed below.

3.1 Information

The Government will provide Standard Operating Procedures, applicable regulations, manuals, texts, briefs, and other materials.

3.2 Facilities

The Government will furnish the necessary workspace for the Contractor staff to provide the support outlined in this PWS to include desk space, telephones, computers and other items necessary to maintain an office environment.

3.3 Property

The Government will provide all necessary materials and facilities required for classified processing in the performance of this task.

3.4 Equipment

The Government will provide computer systems (to include the UNIX systems/servers – as required for specific task, unclassified and classified) and all peripherals, telephones (unclassified and classified), and VTC capability (unclassified and classified) for the Contractor staff in order to accomplish the tasks outlined in this PWS.

3.5 Utilities

All utilities in the facility will be available for the Contractor's use in performance of duties outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities.

PART 4

TASK DESCRIPTIONS

4.0 Task Descriptions

4.1 Schedule

4.1.1 Kick-Off Meeting

The Contractor shall schedule and conduct a joint Government, Contractor kick-off meeting to review PWS requirements and to provide a workload breakdown structure (WBS) five days after contract award.

4.1.2 Project Schedule

The Contractor shall deliver and maintain an integrated project schedule using Microsoft Project that shows all

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resource-loaded tasks through Level 2, durations, dependencies, and deliverables.

4.2 Monthly Progress Reports

The contractor shall submit monthly status reports delivered in a format and/or media approved by the TOM. First Monthly Progress Report due NLT 15 days after the first full reporting month. Subsequent reports are due NLT 15 days after the last day of each calendar month. These reports shall include the following elements:

- Contractor's name and address
- Contract number and SubCLIN number
- Date of report
- Period covered by report
- Man-hours expended by discipline for the reporting period, and cumulatively during the contract
- Cost curves portraying actual/projected conditions through the technical instruction
- Cost incurred for the reporting period and total contractual expenditures as of report date
- Description of progress made during period reported, including problem areas encountered, recommendations, if any for subsequent solution beyond the scope of this contract
- Trips and significant results
- Plans and recommendations for activities during the following period
- Problems and shortfalls; identify potential problems, and identify any anticipated technical or funding shortfall or irregularity during the specified period of performance not later than four (4) months prior to the anticipated shortfall.

4.2.1 Disclaimer Statement

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

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

4.3 Quality

4.3.1 Quality Control Plan

The Contractor shall implement a Quality Control Program (QCP) for this effort. The Contractor shall prepare and provide a quality control plan to detail and describe the Contractor's framework and processes within the QCP for delivering quality products and services required by this PWS. The Contractor shall provide a briefing to the Government outlining its planned implementation of the QCP for the contract tasks. The Contractor shall ensure all work will be performed in accordance with the contract requirements and the quality control plan. The Contractor shall provide the requisite staffing and procedures to meet the quality, quantity, timeliness, responsiveness, customer satisfaction, and service delivery and performance requirements of this effort. The Contractor shall identify in the quality control plan, the applicable processes and metrics used to self-assess performance, in addition to the resources to be applied to this effort.

4.4 Technical

4.4.1 Tech Support for Studies & Analysis

The Contractor shall provide operations research analyst expertise to plan, coordinate, and conduct studies related to modeling and simulation of USCENTCOM mission activity for USCENTCOM's AOR.

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The Contractor shall provide objective assessment development and analysis of courses of action in support of adaptive planning requirements and ongoing operations in support of USCENTCOM's Theater Campaign Plan, "no notice" support for real world events, and exercise(s). Specific study questions, outcomes, and limitations will be detailed and documented with Government and Contractor concurrence prior to commencement of the analytical requirements and/or results.

The Contractor shall conduct training for CCJ8-AR personnel in the operation and use of models and various analytical tools.

The Contractor shall review, test, and integrate newly acquired analytical commercial or Government developed software.

4.4.2 Modeling & Simulation Systems Support

The Contractor shall provide on-site UNIX system administration, network, and end-user support for the operations and maintenance of the CCJ8-AR modeling and simulation hardware, software, and communications interface for CCJ8-AR's networks.

4.4.3 Requirements Support

The Contractor shall provide technical and analytical support for the JCIDS and FCB Capabilities Based Planning process using the JCIDS procedures and processes. The Contractor shall provide analysis in support of USCENTCOM's local FCBs and FCB WGs, Joint Staff FCBs, KM/DS taskings, Capability Portfolio Manages (CPM) and Senior Warfighting Forums (SWarFs) – all supporting the JROC decision process, the associated JCIDS process, UONs process, and other Joint Staff capabilities-related requirements.

4.4.4 Knowledge Management

The Contractor shall provide knowledge management support to USCENTCOM/CCJ8-AR in the areas of web development and database support.

The Contractor shall develop tools in support of CCJ8-AR in accordance with command standards – developing/maintaining with current version software, applying DoD security guidelines, utilizing good software development practices, etc. The Contractor shall update/enhance the tools identified in the background section of the PWS – DSS, COAB, WWF, Commander's Three-Year Planning Calendar, CPIM, IADB, and TLAM.

The Contractor shall provide support to construct, access, combine, and display web-based databases for command decision making. Specific questions, outcomes, and limitations shall be detailed and documented with Government and Contractor concurrence prior to commencement of the database requirements.

4.4.5 Support to OSD Analytic Agenda

The Contractor shall provide Theater Campaign Plan objectives assessment development and analysis of courses of action in support of studies, data requirements and analysis for work directed by the Analytic Agenda. This shall include current year and/or future baseline submissions and other products as directed by the Joint Staff. Specific products, study questions, outcomes, and limitations shall be detailed and documented with Government and Contractor concurrence prior to commencement of the analytical requirements and/or results.

The Contractor shall provide analysis in support of the Analytic Baseline (AB) development for several countries in the USCENTCOM AOR. Specific study questions, outcomes, and limitations shall be detailed and documented with Government and Contractor concurrence prior to commencement of the analysis.

The Contractor shall provide database support – to include but not limited to database development, update existing database, data input, validation of data - for implementation into future Concept of Operation/Operational Plan (CONPLAN/OPLAN) formulations and excursions.

4.4.6 Global War on Terrorism (GWOT) Support

The Contractor shall provide support to the GWOT.

4.4.6.1 Analytical Support

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The Contractor shall provide analysis of campaign objectives and capability requirements for operations in support of the Global War on Terror. This analysis shall include investigation on force structure sizing, ammunition requirement determination and analysis of alternatives in support of capability based planning initiatives.

4.4.6.2 Requirements Support

The Contractor shall provide analysis, coordination, synchronization, corroboration documentation, tracking management, assessment, oversight and recommendations on JUONs and SWarF operational needs requiring a detailed analysis and assessment in support of USCENTCOM's mission using Doctrine, Organization, Training, Material, Leadership, Personnel, and/or Facilities (DOTMLPF) solution(s). These efforts shall include communication, coordination, and corroboration, staffing and tracking with multiple Component, MAJCOM, CJTF, and Service HQ points of contact in support of USCENTCOM's Warfighting Joint Urgent Operational Needs (JUONs), to include OSD-level interaction for Immediate Warfighter Needs (IWN).

The Contractor shall provide assessment, oversight and recommendations for capabilities-based needs resulting from validated USCENTCOM/JFCOM GWOT Joint Lessons Learned Programs that require incorporation into COCOM resourcing documents and requests. These efforts shall include assessing and integrating numerous USCENTCOM solution initiatives through USCENTCOM, Services and OSD processes for resolution.

4.4.6.3 Financial Management Analysis

The Contractor shall provide financial management analysis in support of command funding and financial management programs and provide support in development of fiscal policy and regulations for USCENTCOM and components. The Contractor shall provide financial management support for contingencies, exercises and operations; coalition issues; and addressing aspects of financial and other types of US support to foreign countries.

The Contractor shall: provide financial management support for Congressional legislation and review for changes in programs affecting USCENTCOM; draft, staff and submit appeals once approved by the Government POC to legislation; monitor Congressional activity; and prepare draft financial justification documents for higher review. The Contractor shall review and provide support in the interpretation of finance management policies, directives, and guidance from Congressional legislation, OSD, HQ DFAS, the Services, etc., and provide support in developing and implementing regulations/instructions for executing the guidance. The Contractor shall provide support in the development and assembly of budgets, reports, briefs, and documents to comply with internal/external requests – to include Congressional – and statutory requirements.

4.5 Quality Assurance Surveillance Plan (QASP)

To comply with NAVSEA directives to facilitate performance-based services contracting, Indian Head Division / NSWC shall incorporate performance requirements based upon the Contractor Performance Assessment Reporting System (CPARS) and Best-value performance measurement factors into Task Orders. Contractor performance will be assessed on a continuing basis by review of deliverables, technical meetings, and general contacts with the contractor. Informal contract management performance reviews will be conducted quarterly and a formal Quality Performance Review will be conducted at the conclusion of each Task Order. A CPARS-type evaluation of all Task Orders performed (in whole or in part) under a given contract will be conducted on an annual basis.

The QASP provides for contractor performance evaluation in five (5) general areas. Each performance assessment will contain the following three elements: Performance Objective(s), Performance Measurement Factors, and Performance Rating Definitions. When taken in the aggregate, these elements constitute the performance evaluation under the QASP of the individual Task Orders issued under the related contracts. A brief description of each of the three (3) elements is as follows:

Performance Objective – The contract or Task Order delineation of Deliverables and/or overall objective(s) as described under the Scope.

Performance Measurement Factor (PMF) – The critical key characteristics or aspects of achieving the objective(s) that will be monitored by the Government (IHDIV / NSWC, SPT); those matters about which the Government will be gathering data. Each objective will likely have one or more performance measurement factors.

Performance Rating and Definitions – An adjectival and/or numerical rating with definition of the meaning of each rating level when applied to each performance measurement factor. The technical monitor (COR) has the

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responsibility for identification of the applicable PMFs and their relevant incorporation into the specific tasking of a contract. Individual Task Orders may specify a minimum acceptable rating, target rating, or range of performance ratings on subtasks for certain PMFs.

When numerical ratings are employed for PMFs, or sub factors within a PMF, the rating numbers will be summed together and averaged to arrive at a single numerical value for each PMF and overall value of all relevant PMFs averaged. Failure of the Contractor to meet the required performance measure specified for an individual Task Order will result at a minimum in the Contractor correcting any deficiencies at no additional cost to the Government.

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PART 5

APPLICABLE DOCUMENTS

5.0 Applicable Documents

5.1 Reference to Detailed Specifications

Serial Number/Specification Number/Specification Title/Specification Date

1/DoD Directive 8260.1/Data Collection, Development, and Management in Support of Strategic Analysis/6 Dec 2002

2/CJCSI 3137.01D/The Functional Capabilities Board Process/13 Dec 2007

3/CJCSI 3170.01E & G/Joint Capabilities Integration and Development System/11 May 2005 & Sep 2008

4/CJCSI 3470.01/Rapid Validation and Resourcing of Joint Urgent Operational Needs (JUONS) In the Year of Execution/15 Jul 2005

5/CJCSI 3000.01/Capabilities Based Planning Process/1 Dec 2006

6/DODI 7045.20/ Capability Portfolio Management/Sep 2008

7/CJCSM 3170.01/Operation of the Joint Capabilities Integration and Development System /11 May 2005

These references to Detailed Specifications are available upon request from the Government.

5.2 Specific Regulation or Guidance

Serial Number/Regulation Number/Regulation Title/Regulation Date

1/CC 380-1/Information Security Program Regulation/9 Feb 1998

2/CC 380-3/Sensitive Compartmented Information (SCI) Access/1 Oct 1994

3/CC 380-8/Automated Information Systems (AIS) Security Program/16 Oct 1998

4/DoD 5200.1-R/Information Security Program/January 1997

5/DoD 5200.2-R/Personnel Security Program/January 1987

6/JTR Vol 2/Joint Travel Regulation/Most current version

7/8260.2/Implementation of Data Collection, Development & Management for Strategic Analysis/21 Jan 2003

8/USCENTCOM Regulation 15-7/USCENTCOM Functional Capabilities Board Working Group/Currently in draft

9/DODD 2000.19/Joint Improvised Explosive Device (IED) Defeat/27 Jun 2005

These Regulations or Guidance are available upon request from the Government.

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TECHNICAL EXHIBIT 1

PERFORMANCE REQUIREMENTS SUMMARY

Task Paragraph	Tasks	Delivery Date	Performance Standard
4.1	Schedule		
4.1.1	Schedule and conduct a contract kick-off meeting	5 days after contract award	Annual
4.1.2	Deliver and maintain an integrated project schedule using MS Project; include resource loaded tasks, durations, dependencies & deliverables	Last day of the report month	Monthly
4.2	Prepare and provide Monthly Progress Report with Media	Last day of the report month	Monthly
4.3	Quality		
4.3.1	Prepare and provide a Quality Control Plan	30 days after contract award	One Time
4.4	Technical		
4.4.1	Prepare and provide Analytical Report with media	Last day of the report month	Monthly
4.4.2	Prepare and provide UNIX systems maintenance report	Last day of the report month	Monthly
4.4.2	Prepare and provide System Backup Tapes	Last day of the report month	Monthly
4.4.2	Prepare and provide Records Management Report	Last day of the report month	Bi-annual
4.4.2	Prepare and provide UNIX Systems Procurement Report	Last day of the report month	Annual
4.4.3	Prepare and provide FCB-WG and FCB Activity Report with Media	Last day of the report month	Monthly
4.4.3	Prepare and provide JCIDS Activity and KM/DS Status Report (CRIM rollup) with Media	Last day of the report month	Monthly
4.4.3	Prepare and provide CPM Activity Report with Media	Last day of the report month	Monthly
4.4.3	Prepare and provide SWarF report with Media	Last day of the report month	Monthly
4.4.3	Prepare and provide Capabilities Based Planning (CPA) PPBES, POM input, PBR Issue Nominations & Reclama, PBD, CPA, CPR, JCA, CJA, PIM, Assessment and Activity Report with Media	Last day of the report month	Monthly
4.4.3	Prepare and provide JROC. JCB, Activity and Support Report with Media	Last day of the report month	Bi-annual
4.4.4	Prepare and provide Web software, Database Report with Media	Last day of the report month	Monthly
4.4.4	Prepare and provide Non-Web software, Database Report with Media	Last day of the report month	Monthly

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4.4.5	Prepare and provide Analytic Agenda Report with Media	Last day of the report month	Quarterly
4.4.6.1	Prepare and provide Analytical Report with Media	Last day of the report month	Monthly
4.4.6.2	Prepare and provide JUON Activity Report (CRIM rollup) with Media	Last day of the report month	Monthly
4.4.6.3	Prepare and provide Financial Management Report with Media	Last day of the report month	Monthly

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SECTION D PACKAGING AND MARKING

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SECTION E INSPECTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE IS AT DESTINATION.

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	4/30/2009 - 4/29/2010
4001	4/30/2010 - 4/29/2011
4002	4/30/2011 - 4/29/2012
4003	4/30/2012 - 4/29/2013
4004	4/30/2013 - 4/29/2014
6000	4/30/2009 - 4/29/2010
6001	4/30/2010 - 4/29/2011
6002	4/30/2011 - 4/29/2012
6003	4/30/2012 - 4/29/2013
6004	4/30/2013 - 4/29/2014

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for this requirement, including all options, is five (5) years.

CLIN 4000 - April 30, 2009 through April 29, 2010
CLIN 4001 - April 30, 2010 through April 29, 2011
CLIN 4002 - April 30, 2011 through April 29, 2012
CLIN 4003 - April 30, 2012 through April 29, 2013
CLIN 4004 - April 30, 2013 through April 29, 2014

CLIN 6000 - April 30, 2009 through April 29, 2010
CLIN 6001 - April 30, 2010 through April 29, 2011
CLIN 6002 - April 30, 2011 through April 29, 2012
CLIN 6003 - April 30, 2012 through April 29, 2013
CLIN 6004 - April 30, 2013 through April 29, 2014

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SECTION G CONTRACT ADMINISTRATION DATA

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

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

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

<u>HOLIDAY</u>	<u>DATE OF OBSERVANCE</u>
New Year's Day	01 January
Martin Luther King's Birthday	19 January
President's Day	16 February
Memorial Day	31 May
Independence Day	5 July
Labor Day	6 September
Columbus Day	11 October
Veteran's Day	11 November
Thanksgiving Day	25 November
Christmas Day	24 December

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

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

<u>AREA</u>	<u>FROM</u>	<u>TO</u>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

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

IHD 77 ALT I – CPFF WAWF INVOICE INSTRUCTIONS (NSWCIHD) (DEC 2008)

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

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

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

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

Look at the bottom of the first page of your contract or order (basic, not modification) to find the form number, and then use the chart below that corresponds to your contract type (i.e., firm fixed price or cost plus fixed fee). This chart is a guide to finding information necessary for creating a payment request. In most cases, the chart points to a block number on a contract form or a particular section within the contract. In the WAWF system only use the DoDAAC ext. field if specifically directed, otherwise leave blank.

Use Cost Vouchers for Cost Plus Fixed Fee Contracts/Orders	
	Below Fields Are To Be Completed By The Buyer
Contract Number	N00178-04-D-4024
Delivery Order	FG04
CAGE Code/Ext.	17038
Pay DoDAAC	HQ0338
Issue date	28 April 2009
IssueBy DoDAAC	N00174
Admin DoDAAC	S2404A
DCAA Auditor DoDAAC/Ext.	HAA47F
Service Approver/Ext.	S2404A

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

(f) Before closing out of an invoice session in WAWF, but after submitting your document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notifications" and add the following email address(es):

Technical Representative:

This additional notification to the government is necessary to make the acceptor aware that the invoice has been submitted in WAWF. Without this notification, the government may be unable to process your submission in a timely manner, which will delay payment.

(g) When shipping material, it is strongly recommended the contractor print a completed copy of the receiving report from WAWF and include this with the shipping paperwork. This assists receiving personnel with matching received material to your payment request, which can speed your payment.

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

(i) If you have any questions regarding WAWF, please contact Dan Twombly at 301-744-6613 or daniel.twombly@navy.mil or Chris Ireson at 301-744-6550 or chris.ireson@navy.mil.

Accounting Data

SLINID	PR Number	Amount
400001	N00174-09-PR-0410	2158000.00
LLA :		
AA 579340030951HQG8Q802010000559ZZ21131F667100F67100022458209619097822		
Standard Number: H9126990141311		
CENTCOM ANALYTICAL BASELINE SUPPORT		
400002	N00174-09-PR-0410	1277053.00
LLA :		
AB 579340030951HQG8Q802010000559ZZ21131F667100F67100ESPZA022458209574072519		
Standard Number: H9126990141312		
CENTCOM ANALYTICAL BASELINE SUPPORT		
600001	N00174-09-PR-0410	80000.00
LLA :		
AC 9790100.122048880000025229JAA97012195DJAC91313		
Standard Number: H9126990141313		
CENTCOM ANALYTICAL BASELINE SUPPORT		

BASE Funding 3515053.00
Cumulative Funding 3515053.00

MOD 03

400101 1417078.00
LLA :
AD 5703400 300 51HQ G8Q802 010000 50620 21131F 667100 F67100 FSR:042855 PSR:007193 DSR
:220643
REQUISITION # 00217558
CLIN 4001 LABOR
\$1,417,078.00

400102 REQUISITION # 00217559 1740341.00
LLA :
AE 5703400 300 51HQ G8Q802 010000 50620 21131F 667100 F67100 ESP:ZA FSR:042855 PSR:007
196 DSR:220459
Standard Number: MIPR F2VVJ89349G001
REQUISITION # 00217559

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CLIN 4001 LABOR
\$1,740,341.00

400103 REQUISITION # 00217561 380000.00
LLA :
AF 5703400 300 51HQ G8Q800 010000 50620 21138F 667100 F67100 FSR:042855 PSR:009765 DSR
:220423
Standard Number: MIPR F2VVJ89349G001
REQUISITION # 00217561
CLIN 4001 LABOR
\$380,000.00

600101 REQUISITION # 00217558 83200.00
LLA :
AD 5703400 300 51HQ G8Q802 010000 50620 21131F 667100 F67100 FSR:042855 PSR:007193 DSR
:220643
Standard Number: MIPR F2VVJ89349G001
REQUISITION # 00217558
CLIN 6001 ODC'S
\$83,200.00

MOD 03 Funding 3620619.00
Cumulative Funding 7135672.00

MOD 04 Funding 0.00
Cumulative Funding 7135672.00

MOD 05 Funding 0.00
Cumulative Funding 7135672.00

MOD 06

400201 N0017411PR0738 1441015.04
LLA :
AG 5713400 301 51HQ G8Q802 010000 50620 21122F 667100 F67100 FSR: 015366 PSR: 592972 D
SR: 326559
Standard Number: F2VVJ81013G001
REQUISITION # 1070-7832
Funding in Support of CLIN 4002 Option Year II Labor

400202 N0017411PR0738 1789469.96
LLA :
AH 5713400 301 51HQ G8Q802 010000 50620 21122F 667100 F67100 ESP: ZA FSR: 015366 PSR:
592973 DSR: 326656
Standard Number: F2VVJ81013G001
REQUISITION # 1070-7827
Funding in Support of CLIN 4002 Option Year II Labor

400203 N0017411PR0738 411900.00
LLA :
AJ 5713400 301 51HQ G8Q800 010000 50620 21138F 667100 F67100 FSR: 015366 PSR: 592929 D
SR: 326694
Standard Number: F2VVJ81013G001
REQUISITION # 1070-7834
Funding in Support of CLIN 4002 Option Year II Labor

600201 N0017411PR0738 86528.00
LLA :
AG 5713400 301 51HQ G8Q802 010000 50620 21122F 667100 F67100 FSR: 015366 PSR: 592972 D
SR: 326559
Standard Number: F2VVJ81013G001
REQUISITION # 1070-7832
OPTION YEAR II Other Direct Costs (ODC) Travel & miscellaneous hardware/software

MOD 06 Funding 3728913.00
Cumulative Funding 10864585.00

MOD 07

400202 N0017411PR0738 (1789469.96)

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LLA :

AH 5713400 301 51HQ G8Q802 010000 50620 21122F 667100 F67100 ESP: ZA FSR: 015366 PSR: 592973 DSR: 326656
Standard Number: F2VVJ81013G001 Amendment 1
REQUISITION # 1070-7827
Funding in Support of CLIN 4002 Option Year II Labor

400204 N00174-11-PR-1690 1789469.96

LLA :

AJ 5713400 301 51HQ G8Q800 010000 50620 21138F 667100 F67100 FSR: 015366 PSR: 592929 D
SR: 483774 CIN: F2VVJ81013G0010000AC
Standard Number: F2VVJ81013G001 Amendment 1
Requisition # 12510662
Funding in Support of CLIN 4002 Option Year II Labor

MOD 07 Funding 0.00

Cumulative Funding 10864585.00

MOD 08

400301 130025496900001 604065.74

LLA :

AK 5723400 302 51HQ G8Q802 0 10000 50620 21122F 667100 F67100 FSR: 022709 PSR: F698
10 DSR: 367558 CIN: F2VVJ82011G0010000AA
Standard Number: F2VVJ82011G001
Requisition# 1300254969
PO# 4530236130

400302 130025496900002 1254305.62

LLA :

AL 5723400 302 51HQ G8Q802 0 10000 50620 21122F 667100 F67100 ESP: 7C FSR: 022709 P
SR: F69811 DSR: 367560 CIN: F2VVJ82011G0010000AB
Standard Number: F2VVJ82011G001
Requisition # 1300254969
PO# 4530236130

400303 130025496900003 738315.00

LLA :

AM 5723400 302 51HQ G8Q800 0 10000 50620 21138F 667100 F67100 FSR: 022709 PSR: F697
82 DSR: 367492 CIN: F2VVJ82011G0010000AC
Standard Number: F2VVJ82011G001
Requisition # 1300254969
PO# 4530236130

600301 130025496900001 89989.00

LLA :

AK 5723400 302 51HQ G8Q802 0 10000 50620 21122F 667100 F67100 FSR: 022709 PSR: F698
10 DSR: 367558 CIN: F2VVJ82011G0010000AA
Standard Number: F2VVJ82011G001
Requisition# 1300254969
PO# 4530236130

MOD 08 Funding 2686675.36

Cumulative Funding 13551260.36

MOD 09

400304 1300266626 608098.00

LLA :

AN 5723400 302 51HQ G8Q802 010000 50620 21122F 667100 ESP: 7C FSR: 022709 PSR: F6981
1 DSR: 367560 CIN: F2VVJ82011G0010000AB
Standard Number: F2VVJ82011G001
Requisition # 1300266626
Option Year III Labor OCO Funding

MOD 09 Funding 608098.00

Cumulative Funding 14159358.36

MOD 10

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400302 130025496900002 (1254305.62)

LLA :

AL 5723400 302 51HQ G8Q802 0 10000 50620 21122F 667100 F67100 ESP: 7C FSR: 022709 P
SR: F69811 DSR: 367560 CIN: F2VVJ82011G0010000AB
Standard Number: F2VVJ82011G001
Requisition # 1300254969
PO# 4530236130

400304 1300266626 (608098.00)

LLA :

AN 5723400 302 51HQ G8Q802 010000 50620 21122F 667100 ESP:7C FSR: 022709 PSR: F6981
1 DSR: 367560 CIN: F2VVJ82011G0010000AB
Standard Number: F2VVJ82011G001
Requisition # 1300266626
Option Year III Labor OCO Funding

400305 1300298040 1862403.62

LLA :

AP 5723400 302 51HQ G8Q800 010000 50620 21138F 667100 F67100 FSR: 022709 PSR: F69783 D
SR: CIN: F2VVJ82215G0010000AC
Standard Number: F2VVJ82215G001
Option Year III Labor Other Baseline Funding
REQUISITION # 1300298040

MOD 10 Funding 0.00

Cumulative Funding 14159358.36

MOD 11 Funding 0.00

Cumulative Funding 14159358.36

MOD 12

400401 1300344673 1029945.00

LLA :

AQ 5733400 303 51HQ G8Q800 010000 50620 21138F 667100 F67100 FSR: 019092 PSR: E14832
DSR: 268644 CIN: F2VVJ83044G0010000AA
Standard Number: F2VVJ83044G001
REQUISITION # 1300344673
Funding in Support of Option Year IV Labor

400402 1300344674 291667.00

LLA :

AR 5733400 303 51HQ G8Q802 010000 50620 21122F 667100 F67100 FSR: 019092 PSR: 021690
DSR: 268657 CIN: F2VVJ83044G0010000AC
Standard Number: F2VVJ83044G001
REQUISITION # 1300344674
Funding in Support of Option Year IV Labor

600401 1300344673 38995.00

LLA :

AQ 5733400 303 51HQ G8Q800 010000 50620 21138F 667100 F67100 FSR: 019092 PSR: E14832
DSR: 268644 CIN: F2VVJ83044G0010000AA
REQUISITION # 1300344674
Funding in Support of Option Year IV ODCs

MOD 12 Funding 1360607.00

Cumulative Funding 15519965.36

MOD 13

400403 1300360347 1555151.00

LLA :

AS 5733400 303 51HQ G8Q800 010000 50620 21138F 667100 F67100 FSR: 019092 PSR: E1483
2 DSR: 421019 CIN: F2VVJ83150G0010000AA
Standard Number: F2VVJ83150G001
REQUISITION # 1300360347
FUNDING IN SUPPORT OF OPTION YEAR IV LABOR

400404 1300360297 408333.00

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LLA :

AT 5733400 303 51HQ G8Q802 010000 50620 21122F 667100 F67100 FSR: 019092 PSR: 02169
 0 DSR: 421032 CIN: F2VVJ83150G0010000AC
 Standard Number: F2VVJ83150G001
 REQUISITION # 1300360297
 FUNDING IN SUPPORT OF OPTION YEAR IV LABOR

600402 1300360347 54593.00

LLA :

AS 5733400 303 51HQ G8Q800 010000 50620 21138F 667100 F67100 FSR: 019092 PSR: E1483
 2 DSR: 421019 CIN: F2VVJ83150G0010000AA
 Standard Number: F2VVJ83150G001
 REQUISITION # 1300360347
 Funding in Support of Option Year IV ODC's

MOD 13 Funding 2018077.00
 Cumulative Funding 17538042.36

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SECTION H SPECIAL CONTRACT REQUIREMENTS

TASK ORDER POINTS OF CONTACT

The following contacts are provided for this contract:

Contract Administrator: Teresa M. Palumbo
Phone Number: (301)744-6612
E-mail: teresa.palumbo@navy.mil

Payments/Invoicing: WAWF

Task Order Manager: Charris James
Phone Number: 813-529-8145
E-mail: james@centcom mil

Any concerns regarding your task order, should be directed to the above mentioned personnel, or the Ordering Officer Penny Kennedy at (301) 744-6626.

5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

ITEM	ALLOTED TO COST	ALLOTED TO FIXED FEE	CPFF	EST. POP
4003			3,204,784.36	04/30/2012 - 04/29/2013
4004			3,285,096.00	04/30/2013 - 04/29/2014

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs 4000, 4001, 4002, 6000, 6001, 6002, 6003, 6004 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be

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replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

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

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

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

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

3.0 Information

The Government will provide Standard Operating Procedures, applicable regulations, manuals, texts, briefs, and other materials.

3.1 Facilities

The Government will furnish the necessary workspace for the Contractor staff to provide the support outlined in this PWS to include desk space, telephones, computers and other items necessary to maintain an office environment.

3.2 Property

The Government will provide all necessary materials and facilities required for classified processing in the performance of this task.

3.3 Equipment

The Government will provide computer systems (to include the UNIX systems/servers – as required for specific task, unclassified and classified) and all peripherals, telephones (unclassified and classified), and VTC capability (unclassified and classified) for the Contractor staff in order to accomplish the tasks outlined in this PWS.

3.4 Utilities

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All utilities in the facility will be available for the Contractor's use in performance of duties outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities.

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SECTION I CONTRACT CLAUSES

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

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

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

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

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

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

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

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* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (Mar 2008)

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

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

“Combatant commander” means the commander of a unified or specified combatant command established in accordance with [10 U.S.C. 161](#).

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

“Supporting a diplomatic or consular mission” means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General.*

(1) This clause applies when Contractor personnel are required to perform outside the United States—

(i) In a designated operational area during—

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission—

(A) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or

(B) That the Contracting Officer has indicated is subject to this clause.

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

(3) Contractor personnel are civilians.

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

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

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

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

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable—

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

(2) Treaties and international agreements;

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

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant

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Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

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

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, 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—

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

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

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

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

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

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

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

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

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

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

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

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to—

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

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

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

(g) *Personnel data.*

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on

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file with both the Contractor and the designated Government official.

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

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons—

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

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

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

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

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

(A) Safely;

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

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

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

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

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

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

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

(k) *Military clothing and protective equipment.*

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

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

(l) *Evacuation.*

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

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

(m) *Personnel recovery.*

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved

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action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

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

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

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

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

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2)(i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with [10 U.S.C. 1486](#), the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

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

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

(1) In a designated operational area during—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission—

(i) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or

(ii) That the Contracting Officer has indicated is subject to this clause.

52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur

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under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)

52.244-2 Subcontracts Alternate I (June 2007)

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

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with [Part 44](#) of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR [Subpart 2.1](#), entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(e)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

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(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR [15.404-4\(c\)\(4\)\(i\)](#).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR [Subpart 44.3](#).

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

(End of clause)

252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER (DEC 2006)

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

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

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

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

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

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

(c) Information to be reported includes that for--

(1) Subcontracts;

(2) Purchases; and

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

(d) The offeror shall submit the report using--

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

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

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

(End of provision)

252.225-7004 REPORT OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--

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SUBMISSION AFTER AWARD (MAY 2007)

- (a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.
- (b) Reporting requirement. The Contractor shall submit a report in accordance with this clause, if the Contractor or a first-tier subcontractor will perform any part of this contract outside the United States and Canada that--
- (1) Exceeds \$550,000 in value; and
 - (2) Could be performed inside the United States or Canada.
- (c) Submission of reports. The Contractor--
- (1) Shall submit a report as soon as practical after the information is known;
 - (2) To the maximum extent practicable, shall submit a report regarding a first-tier subcontractor at least 30 days before award of the subcontract;
 - (3) Need not resubmit information submitted with its offer, unless the information changes;
 - (4) Shall submit all reports to the Contracting Officer; and
 - (5) Shall submit a copy of each report to: Deputy Director of Defense Procurement and Acquisition Policy (Contract Policy and International Contracting), OUSD(AT&L)DPAP(CPIC), Washington, DC 20301-3060.
- (d) Report format. The Contractor--
- (1) Shall submit reports using--
 - (i) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (ii) A computer-generated report that contains all information required by DD Form 2139; and
 - (2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.
- (End of clause)

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

- (a) Definitions. As used in this clause--Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

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

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

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

- (b) General.
- (1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--
 - (i) Contingency operations;
 - (ii) Humanitarian or peacekeeping operations; or
 - (iii) Other military operations or military exercises, when designated by the Combatant Commander.
 - (2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.
 - (3) Contractor personnel are civilians accompanying the U.S. Armed Forces.
 - (i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

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

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

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

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

(A) The Contractor cannot obtain effective security services;

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

(C) Threat conditions necessitate security through military means.

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Pre-deployment requirements.

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

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

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

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational

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area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

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

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

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

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

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

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

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

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

(1) A military-run training center; or

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

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

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

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

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

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

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

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

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

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

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

(g) Personnel data.

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

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

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official designated to receive this data card.

(h) Contractor personnel.

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

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

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

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

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

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

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

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

(i) Military clothing and protective equipment.

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

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

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

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

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

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

(j) Weapons.

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

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

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

(ii) The may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

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

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

(A) Safely;

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

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

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

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

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

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

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

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

(m) Evacuation.

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

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

(n) Next of kin notification and personnel recovery.

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

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

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

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

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

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

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

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

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

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

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

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

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such

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information can be made available prior to travel outside the United States; and

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from

(End of clause)

SOFA CONTRACT CLAUSE

Certain Contractor employees in Korea and Germany shall have Status of Forces Agreement (SOFA) status. Contractor employees in Germany are subject to Articles 72 and 73 Supplemental Agreement (SA) to the NATO SOFA, as a result of the SA special guidance and provisions for DoD Contractor Personnel performing in the Federal Republic of Germany is contained in Section I, L and J. DoD Contractor Personnel in Germany will only have SOFA status if they are working in a position that has been qualified and approved as an Analytical Support AS or Technical Expert TE position, and the individual has qualified for the status themselves (both the individual and the position must qualify). There are a few positions listed in Germany that are non-status positions they are noted on the price sheet as NS for non-status.

(a) Definitions. As used in this clause –

“U.S. -ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

"United States Forces Korea" (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

"Commander, United States Forces Korea" (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

"USFK, Assistant Chief of Staff, Acquisition Management" (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country Contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

"Responsible Officer (RO)" means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8 and USFK Reg 700-19. FKAQ will determine the appropriate Contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the Contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The Contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

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(f) The Contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited Contractors and technical representatives, including Contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited Contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for Contractor air crews flying Air Mobility Command missions, all U.S. Contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFKJFKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the Contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the Contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited Contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the Contractor in the performance of the contract and will not justify or excuse the Contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the Contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

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

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

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

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

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(I) of this clause are familiar with and comply with, all applicable –

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

(2) Treaties and international agreements;

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

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All Contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads, and must have a USFK driver's license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver's license or a valid international driver's license then obtain a USFK driver's license.

(p) Evacuation.

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

(2) Non-combatant Evacuation Operations (NEO).

(i) The Contractor shall designate a representative to provide Contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential Contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

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

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

(3) ICRR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for Contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all ICRR personnel complete all applicable training as outlined in this clause.

(End of Clause)

DEVIATION 2007-000010 CONTRACTOR PERSONNEL IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY

In accordance with section 1206 of the Ronald W. Reagan National Defense Authorization Act for Fiscal Year 2005 (Public Law 108-375), the Department of Defense (DoD) requires accounting for all contractor personnel (including subcontractor personnel) performing in the United States Central Command Area of Responsibility (USCENTCOM AOR). This requirement applies to all contracts that:

(a) Exceed \$25,000; and

(b) Will require contractor personnel to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR), unless all such contractor personnel—

(1) Are authorized to accompany the U.S. Armed Forces; and

(2) Will be covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany the U.S. Armed Forces.

A. This clause does not apply to contracted personnel hired under contract that do not exceed \$25,000 and for which the period of performance is less than 30 days

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B. The intent of this clause is to enable a Synchronized Predeployment and Operational Tracker (SPOT) implementation. **Contractors will be provided additional instructions and assistance to comply with this requirement.**

C. The following clause is hereby incorporated into this contract.

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

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

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

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

(b) *General.*

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

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

(3) Contractor personnel are civilians.

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

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

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

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

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

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

(2) Treaties and international agreements;

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

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

(e) *Preliminary personnel requirements.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) *Personnel data.*

(1) The Contractor shall enter, before deployment, or if already in the USCENCOM AOR, enter upon becoming an employee under this contract, and maintain current data, including departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third country nationals, and local national contractor personnel, who are performing this contract in the USCENCOM AOR. This requirement excludes—
Personnel hired under contracts for which the period of performance is less than 30 days;
and Embarked contractor personnel, while afloat, that are tracked by the Diary Message Reporting System.

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

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

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

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

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

(C) Enter the AKO sponsor username; and

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

(iii) *Registration in SPOT*

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

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

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

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

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

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

(i) *Weapons.*

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

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

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

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

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

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

(A) Safely;

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

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

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

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

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

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

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

(k) *Military clothing and protective equipment.*

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

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

(l) *Evacuation.*

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

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

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

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

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

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

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

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

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

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

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment A - DD254 DoD Contract Security Classification Specification

Attachment B - Security Requirements Data Non-Disclosure Form

Incorporated by Reference - Booz Allen Hamilton Individual SubContracting Plan